

FORM PTO 1585

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04-27-2010

EET



103595732

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

## 1. Name of conveying party(ies):

William J. SHAW and Kristian DiMATTEO

## 2. Name and address of receiving party(ies)

Name: BOSTON SCIENTIFIC SCIMED, INC..

Street Address:

ONE SCIMED PLACE  
MAPLE GROVE, MINNESOTA 55311-1566

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other: \_\_\_\_\_

Execution dates: September 30, 2005 and October 4, 2005

## 4. Application numbers or patent numbers:

A. Patent Applications: 12/766,054 filed on April 23, 2010

B. Patent No.(s)

Additional Numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleg F. Kaplun, Esq.  
Internal Address: Fay Kaplun & Marcin, LLPStreet Address: 150 Broadway, Suite 702  
City: New York State: New York ZIP: 10038

## 6. Total number of applications and patents involved: 1

TITLE: **SNARE WITH LOOP MADE OF HEAT  
SHRINKABLE SHAPE MEMORY MATERIAL AND METHOD  
OF USE THEREOF**

7. Total fee (37 C.F.R. 3.41) ..... \$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

**DO NOT USE THIS SPACE**

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Oleg F. Kaplun, (Reg. No. 45,559)

Name of Person Signing

Signature

April 23, 2010

Date

Total Number of pages including cover sheet, attachments, and document: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450  
Mail Stop: Assignments

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**PATENT****REEL: 024292 FRAME: 0126**

**ASSIGNMENT**

WHEREAS, We,

**William J. SHAW**  
**375 Walden St #3**  
**Cambridge, MA 02138**  
**Citizenship: United States of America**

and

**Kristian DIMATTEO**  
**25 Carleton Road**  
**Waltham, MA 02451**  
**Citizenship: United States of America**

(hereinafter also referred to as "the Assignor"); have invented new and useful inventions and discoveries in **SNARE WITH LOOP MADE OF HEAT SHRINKABLE SHAPE MEMORY MATERIAL AND METHOD OF USE THEREOF**, for which the specification is being filed herewith.

WHEREAS, **BOSTON SCIENTIFIC SCIMED, INC.**, organized and existing under and by virtue of the laws of the State of Minnesota, having an office at One Scimed Place, Maple Grove, Minnesota 55311-1566, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in and to the application and invention therein described and claimed and any Letters Patent that may be issued upon the application or for the improvements therein contained.

NOW, THEREFORE, in consideration of One U.S. Dollar (U.S. \$1.00) and other valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

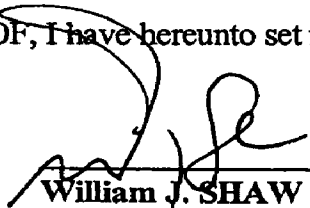
2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner for Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance.


5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of September, 2005.

  
\_\_\_\_\_  
William J. SHAW

Commonwealth of Massachusetts )  
County of Middlesex )

On this 30<sup>th</sup> day of September, 2005, before me, the undersigned Notary Public, personally appeared **William J. SHAW**, provided to me through satisfactory evidence of identification, which was/were personal knowledge, to be the person(s) whose name (s) is signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

  
\_\_\_\_\_  
Signature of Notary (Seal)  
**Raquel M. Howard**  
~ Notary Public ~  
My Commission Expires: Commission expires 1/29/2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 4<sup>th</sup> day of October, 2005.

  
 Kristian DIMATTEO

Commonwealth of Massachusetts )

County of Middlesex )

On this 4<sup>th</sup> day of October, 2005, before me, the undersigned Notary Public, personally appeared **Kristian DIMATTEO**, provided to me through satisfactory evidence of identification, which was/were Employee Badge, to be the person(s) whose name (s) is signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

  
 Signature of Notary

(Seal)

**Raquel M. Howard**  
 ~ Notary Public ~

My Commission Expires: Commission expires 1/29/2010