

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ethicon Endo-Surgery, LLC	07/09/2010
RECEIVING PARTY DATA	
Name:	Devicor Medical Products, Inc.
Street Address:	10505 Corporate Drive
Internal Address:	Suite 207
City:	Pleasant Prairie
State/Country:	WISCONSIN
Postal Code:	53158
PROPERTY NUMBERS Total: 83	
Property Type	Number
Application Number:	11346715
Application Number:	11419567
Application Number:	12467347
Application Number:	12467343
Application Number:	12467338
Application Number:	12719173
Application Number:	11463346
Application Number:	11834034
Application Number:	11076612
Application Number:	11103718
Application Number:	11103959
Application Number:	11323535
Application Number:	60573510
Application Number:	11424576

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REEL: 024656 FRAME: 0727

OP \$3320.00 11346715

Application Number:	11736117
Application Number:	11465143
Application Number:	11782893
Application Number:	11782963
Application Number:	12686433
Application Number:	11198558
Application Number:	12685721
Application Number:	11344879
Application Number:	11415467
Application Number:	12368317
Application Number:	11414988
Application Number:	12038359
Application Number:	12038180
Application Number:	12141175
Application Number:	11942764
Application Number:	11942785
Application Number:	11942975
Application Number:	11942992
Application Number:	11943040
Application Number:	11942791
Application Number:	11942797
Application Number:	11942807
Application Number:	11942816
Application Number:	11942822
Application Number:	11942919
Application Number:	11942951
Application Number:	11942960
Application Number:	11965048
Application Number:	11964811
Application Number:	12335578
Application Number:	12337874
Application Number:	12337814
Application Number:	12337674
Application Number:	12337684
Application Number:	12337720

Application Number:	12337757
Application Number:	12337785
Application Number:	12337911
Application Number:	12335632
Application Number:	12337942
Application Number:	12337997
Application Number:	12337872
Application Number:	12337922
Application Number:	12337986
Application Number:	12485119
Application Number:	12485138
Application Number:	12485168
Application Number:	12485278
Application Number:	12485318
Application Number:	12486196
Application Number:	12486229
Application Number:	12486284
Application Number:	12467365
Application Number:	12541437
Application Number:	12542217
Application Number:	12483305
Application Number:	12580288
Application Number:	12580292
Application Number:	12580300
Application Number:	12580309
Application Number:	12580321
Application Number:	12573177
Application Number:	12542775
Application Number:	12709695
Application Number:	12709624
Application Number:	12709738
Application Number:	12707698
Application Number:	12711310
Application Number:	12707712

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:

032001.00001

NAME OF SUBMITTER:

Dawn C. Russell

Total Attachments: 6

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**PATENT ASSIGNMENT**

This **PATENT ASSIGNMENT** is made and entered into as of July 9 2010, between Ethicon Endo-Surgery, LLC, a Delaware Corporation, having a place of business at 475 Calle C, Suite 202, Guaynabo, Puerto Rico 00969, ("Assignor") and Devicor Medical Products, Inc., a Delaware Corporation, having a place of business at 10505 Corporate Drive, Suite 207, Pleasant Prairie, Wisconsin 53158, U.S.A. ("Assignee").

**WHEREAS**, pursuant to, and upon the terms of, that certain Asset Purchase Agreement, dated as of March 15, 2010 (the "Asset Purchase Agreement"), by and among Ethicon Endo-Surgery, Inc., an Ohio corporation, Devicor Medical Products, Inc., a Delaware corporation ("Buyer"), and, solely with respect to Section 6.08 thereof, GTCR Fund IX/A, L.P., a Delaware limited partnership, Buyer agreed to purchase (either directly or through one or more of its Affiliates), Assignor's right, title and interest in, to and under inventions, and invention disclosures, including all patents and patent applications, utility models and industrial designs, and all applications and registrations therefor, together with all reissuances, divisions, renewals, revisions, extensions, reexaminations, provisionals, continuations and continuations-in-part with respect thereto and including all foreign equivalents of and/or counterparts to any of the foregoing, in any and all countries, in each case, owned or licensed by Assignor and used, or held for use, primarily in connection with the Business, including without limitation those patents and patent applications specifically set forth on Schedule A annexed hereto but excluding the Excluded Patents (hereinafter referred to as the "Patents"). Each capitalized term used and not defined in this Patent Assignment shall have the meaning assigned to it in the Asset Purchase Agreement;

**WHEREAS**, pursuant to the Asset Purchase Agreement, Buyer (or an Affiliate of Buyer) has or will purchase certain assets related to the Business and to which the Patents pertain; and

**WHEREAS**, in accordance therewith, Assignor desires to transfer and assign to Assignee, which has been designated by Buyer, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in, to and under such Patents and in and to the inventions represented thereby.

**NOW, THEREFORE**, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's right, title and interest in, to and under the Patents, together with all of Assignor's rights and actions for past infringement and/or misappropriation thereof (except to the extent relating to the Excluded Hologic Royalties), all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Patent Assignment not been made.

For a period of 24 months following the Principal Closing Date, Assignor agrees to provide reasonable assistance to Assignee in connection with the provision of the necessary information to permit Assignee at its expense to effect and perfect the transfer of the registrations of the Patents and Assignor agrees to reasonably cooperate with Assignee in filing appropriate documents to cancel all "registered user" filings worldwide that are in favor of Assignor.

Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Patent Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

Neither the making nor the acceptance of this transfer and assignment shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by any party to the Asset Purchase Agreement of any liabilities, duties or obligations imposed thereby.

This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that parties need not sign the same counterpart. The parties further agree that counterparts to this Patent Assignment may be delivered by facsimile.

This Patent Assignment, together with the Asset Purchase Agreement (including all Schedules and Exhibits thereto), the Confidentiality Agreement and the Transaction Documents, contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. In the event of a conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused their respective duly authorized officers to execute this Patent Assignment as of the date first above written.

**Ethicon Endo-Surgery, LLC**

By: Thomas L Fowler  
Name: Thomas L Fowler  
Title: WW VP Finance / CFO

Location where signed: Cincinnati, Ohio

**Devicor Medical Products, Inc.**

By: [Signature]  
Name:  
Title:

Location where signed: Plainsboro, NJ

## Schedule A – Ethicon Endo-Surgery, LLC to Devicor Medical Products, Inc.

Patent Family	EES Docket No.	Title	Case Type	Filing Date	US Serial Number	Grant Date	Grant No.	Reel	Frame
END5332	END5332USCIP1	GUIDED DISPOSABLE FIDUCIAL FOR BREAST BIOPSY LOCALIZATION FIXTURE	CIP	02/03/2006	11/346715			017549	0048
END5332	END5332USCIP2	MRI BIOPSY DEVICE	CIP	05/22/2006	11/419567			018083	0598
END5332	END5332USCNT1	MRI BIOPSY APPARATUS INCORPORATING A SLEEVE AND MULTI-FUNCTION OBTURATOR	CNT	05/18/2009	12/467347			016291	0181
END5332	END5332USCNT2	MRI BIOPSY APPARATUS INCORPORATING A SLEEVE AND MULTI-FUNCTION OBTURATOR	CNT	05/18/2009	12/467343			017549	0048
END5332	END5332USCNT3	MRI BIOPSY APPARATUS INCORPORATING A SLEEVE AND MULTI-FUNCTION OBTURATOR	CNT	05/18/2009	12/467338			017549	0048
END5332	END5332USCNT4	MRI BIOPSY DEVICE	CNT	8-Mar-10	12/719173			018083	0598
END5332	END5332USDIV1	MRI BIOPSY DEVICE LOCALIZATION FIXTURE	DIV	08/09/2006	11/463346	4-May-10	7711407	018179	0283
END5332	END5332USDIV2	MRI BIOPSY DEVICE	DIV	08/06/2007	11/834034			016291	0181
END5332	END5332USNP	MRI BIOPSY DEVICE	NP	03/10/2005	11/076612	4-May-10	7708751	016191	0618
END5332	END5332USNP1	MRI BIOPSY APPARATUS INCORPORATING A SLEEVE AND MULTI-FUNCTION OBTURATOR	NP	04/12/2005	11/103718	6-Apr-10	7693567	016291	0181
END5332	END5332USNP2	MRI BIOPSY DEVICE LOCALIZATION FIXTURE	NP	04/12/2005	11/103959			016291	0134
END5332	END5332USNP3	MRI BIOPSY APPARATUS INCORPORATING AN IMAGEABLE PENETRATING PORTION	NP	12/30/2005	11/323535			017490	0737
END5332	END5332USPSP	MRI BIOPSY DEVICE	PSP	05/21/2004	60/573510			015776	0357
END5375	END5375USCIP1	BIOPSY DEVICE WITH VACUUM ASSISTED BLEEDING CONTROL	CIP	16-Jun-06	11/424576			019549	0859
END5375	END5375USCIP2	TISSUE SAMPLE REVOLVER DRUM BIOPSY DEVICE	CIP	17-Apr-07	11/736117			019470	0082
END5375	END5375USCIP3	VACUUM SYRINGE ASSISTED BIOPSY DEVICE	CIP	17-Aug-06	11/465143			018134	0495
END5375	END5375USCIP4	BIOPSY DEVICE WITH MANUALLY ROTATED SAMPLE BARREL	CIP	25-Jul-07	11/782893			019838	0654
END5375	END5375USCIP5	TRIGGER FIRED RADIAL PLATE SPECIMEN RETRIEVAL BIOPSY INSTRUMENT	CIP	25-Jul-07	11/782963			019838	0691
END5375	END5375USCNT1	Biopsy Device with Rotatable Tissue Sample Holder	CNT	13-Jan-10	12/686,433			019470	0082
END5375	END5375USNP	BIOPSY DEVICE WITH REPLACEABLE PROBE AND INCORPORATING VIBRATION INSERTION ASSIST AND STATIC VACUUM SOURCE SAMPLE STACKING RETRIEVAL	NP	5-Aug-05	11/198,558			016663	0240
END5607	END5607USCNT1	Biopsy Device with Translating Valve Mechanism	CNT	12-Jan-10	12/685,721			017524	0569
END5607	END5607USNP	BIOPSY DEVICE WITH REPLACEABLE PROBE INCORPORATING STATIC VACUUM SOURCE DUAL VALVE SAMPLE STACKING RETRIEVAL AND SALINE FLUSH	NP	2/1/2006	11/344879	16-Feb-10	7662109	017524	0569
END5749	END5749USNP	Grid and Rotatable Cube Guide Localization Fixture for Biopsy Device	NP	01-May-06	11/415,467			019097	0756

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END5750	END5750USDIV1	Biopsy Cannula Adjustable Depth Stop	DIV	10-Feb-09	12/368,317			019057	0969
END5750	END5750USNP	Biopsy Cannula Adjustable Depth Stop	NP	01-May-06	11/414,988	24-Mar-09	7507210	019057	0969
END6262	END6262USNP	Needle Tip for Biopsy Device	NP	27-Feb-08	12/038,359			021237	7'042
END6263	END6263USNP	Biopsy Probe with Hypodermic Lumen	NP	27-Feb-08	12/038,180			020898	0478
END6264	END6264USNP	BIOPSY DEVICES WITH UNIVERSAL PROBE	NP	18-Jun-08	12/141,175			021238	0973
END6266	END6266USNP	Vacuum Timing Algorithm for Biopsy Device	NP	20-Nov-07	11/942,764			020865	0853
END6266	END6266USNP1	Revolving Tissue Cartridge for Biopsy Device	NP	20-Nov-07	11/942,785			020869	0673
END6266	END6266USNP10	Biopsy Device With Illuminated Tissue Holder	NP	20-Nov-07	11/942,975			020873	0020
END6266	END6266USNP11	Biopsy Device With Motorized Needle Cocking	NP	20-Nov-07	11/942,992			020877	0361
END6266	END6266USNP12	Biopsy Device With Fine Pitch Drive Train	NP	20-Nov-07	11/943,040			020879	0031
END6266	END6266USNP2	Deployment Device Interface for Biopsy Device	NP	20-Nov-07	11/942,791	18-Aug-09	7575556	020869	0856
END6266	END6266USNP3	Biopsy Device Cup Rotation Control	NP	20-Nov-07	11/942,797			020870	0180
END6266	END6266USNP4	Presentation of Biopsy Sample by Biopsy Device	NP	20-Nov-07	11/942,807			020870	0367
END6266	END6266USNP5	User Interface on Biopsy Device	NP	20-Nov-07	11/942,816			020870	0583
END6266	END6266USNP6	Icon-Based User Interface on Biopsy System Control Module	NP	20-Nov-07	11/942,822			020871	0960
END6266	END6266USNP7	Graphical User Interface on Biopsy System Control Module	NP	20-Nov-07	11/942,919			020872	0235
END6266	END6266USNP8	Engagement Interface for Biopsy System Vacuum Module	NP	20-Nov-07	11/942,951			020872	0409
END6266	END6266USNP9	Biopsy Device With Sharps Reduction Feature	NP	20-Nov-07	11/942,960			020877	0150
END6341	END6341USNP	Vacuum Sensor And Pressure Pump For Tetherless Biopsy Device	NP	27-Dec-07	11/965,048			020647	0168
END6342	END6342USNP	Clutch and Valving System For Tetherless Biopsy Device	NP	27-Dec-07	11/964,811			020636	0294
END6464	END6464USNP	Hand Actuated Tetherless Biopsy Device with Pistol Grip	NP	16-Dec-08	12/335,578			022264	0339
END6465	END6465USNP	Mechanical Tissue Sample Holder Indexing Device	NP	18-Dec-08	12/337,874			022329	0509
END6466	END6466USNP	Control Module Interface for MRI Biopsy Device	NP	18-Dec-08	12/337,814			022364	0211
END6468	END6468USNP	Biopsy Device with Sliding Cutter Cover	NP	18-Dec-08	12/337,674			022330	0335
END6468	END6468USNP1	Biopsy Device with Detachable Needle	NP	18-Dec-08	12/337,684			022350	0807
END6468	END6468USNP2	Biopsy Device with Telescoping Cutter Cover	NP	18-Dec-08	12/337,720			022363	0619
END6468	END6468USNP3	Biopsy Probe and Targeting Set Interface	NP	18-Dec-08	12/337,757			022332	0306
END6468	END6468USNP4	Biopsy Device with Retractable Cutter	NP	18-Dec-08	12/337,785			022307	0102
END6471	END6471USNP	Biopsy Device with Discrete Tissue Chambers	NP	18-Dec-08	12/337,911			022336	076
END6472	END6472USNP	Hand Actuated Tetherless Biopsy Device with Scissors Grip	NP	16-Dec-08	12/335,632			022307	0812
END6473	END6473USNP	Biopsy Device with Center Thumbwheel	NP	18-Dec-08	12/337,942			022303	0607
END6473	END6473USNP1	Biopsy Device with Rotatably Linked Thumbwheel and Tissue Sample Holder	NP	18-Dec-08	12/337,997				
END6474	END6474USNP	Mult-Orientation Targeting Set for MRI Biopsy Device	NP	18-Dec-08	12/337,872			022329	0279
END6474	END6474USNP1	Z-Stop Feature of Targeting Set for MRI Biopsy Device	NP	18-Dec-08	12/337,922			022337	0271
END6474	END6474USNP2	Targeting Set for MRI Biopsy Device with Probe Holster Support	NP	18-Dec-08	12/337,986			022351	0343
END6540	END6540USNP	MRI Biopsy Targeting Cube with	NP	16-Jun-09	12/485,119			023090	0975

		Elastomeric Edges							
END6540	END6540USNP1	MRI Biopsy Targeting Cube with Elastomeric Body	NP	16-Jun-09	12/485,138			023093	0749
END6540	END6540USNP2	MRI Biopsy Targeting Cube with Elastomeric Body and Malleable Members	NP	16-Jun-09	12/485,168			023127	0839
END6540	END6540USNP3	MRI Biopsy Targeting Cube with Angled Interface	NP	16-Jun-09	12/485,278			023128	0116
END6540	END6540USNP4	MRI Biopsy Targeting Cube with Living Hinges	NP	16-Jun-09	12/485,318			023140	0403
END6541	END6541USNP	MRI Biopsy Targeting Grid Wall Guide	NP	17-Jun-09	12/486,196			022968	0746
END6542	END6542USNP	MRI Biopsy Targeting Grid with Round Openings	NP	17-Jun-09	12/486,229			023071	0852
END6542	END6542USNP1	MRI Biopsy Cylindrical Targeting Guide	NP	17-Jun-09	12/486,284			023071	0852
END6543	END6543USNP	Tetherless Biopsy Device with Self-Reversing Cutter Drive Mechanism	NP	18-May-09	12/467,365			022861	0908
END6576	END6576USCNT1	Valve Mechanism for Tetherless Biopsy Device	CNT	14-Aug-09	12/541,437			022938	0580
END6576	END6576USCNT2	Method of Tetherless Biopsy Device Operation	CNT	17-Aug-09	12/542,217			022938	0580
END6576	END6576USNP	Tetherless Biopsy Device with Reusable Portion	NP	12-Jun-09	12/483,305			022938	0580
END6620	END6620USNP	MRI Biopsy Targeting Cube with Snap Corners	NP	16-Oct-09	12/580,288			023723	0315
END6621	END6621USNP	MRI Biopsy Targeting Cube with Eccentric Lock	NP	16-Oct-09	12/580,292			023526	0438
END6622	END6622USNP	MRI Biopsy Targeting Cube with Locking Flap	NP	16-Oct-09	12/580,300			023526	0712
END6623	END6623USNP	MRI Biopsy Targeting Cube with Gripping Arms	NP	16-Oct-09	12/580,309			023724	0552
END6624	END6624USNP	MRI Biopsy Targeting Cube with Rotational Lock	NP	16-Oct-09	12/580,321			023527	0116
END6625	END6625USNP	MRI Biopsy Targeting Cube with Retention Wiper	NP	5-Oct-09	12/573,177			023443	0110
END6626	END6626USNP	Multi-Button Biopsy Device	NP	19-Aug-09	12/542,775			023244	0633
END6632	END6632USNP	Biopsy Device with Auxiliary Vacuum Source	NP	22-Feb-10	12/709,695			024357	0422
END6633	END6633USNP	Spring Loaded Biopsy Device	NP	22-Feb-10	12/709,624			024350	0753
END6710	END6710USNP	TISSUE HARVESTING, MINCING, AND TRANSPORT DEVICE	NP	22-Feb-10	12/709738			024566	0061
END6711	END6711USNP	Hydrophobic Filter for Biopsy System	NP	18-Feb-10	12/707,698			024325	0039
END6712	END6712USNP	Needle Tip for Biopsy Device	NP	24-Feb-10	12/711,310			024357	0320
END6713	END6713USNP	Biopsy Device Tissue Sample Holder with Check Valve	NP	18-Feb-10	12/707,712			024350	0494