

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Frank Viola	04/07/2010
Gerald Hodgkinson	04/09/2010
RECEIVING PARTY DATA	
Name:	Tyco Healthcare Group LP
Street Address:	60 Middletown Avenue
City:	North Haven
State/Country:	CONNECTICUT
Postal Code:	06473
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12895966
CORRESPONDENCE DATA	
Fax Number:	(203)821-2183
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-821-4700
Email:	Erika.Edwards@Covidien.com
Correspondent Name:	Tyco Healthcare Group LP/dba Covidien
Address Line 1:	555 Long Wharf Drive
Address Line 2:	Mailstop 8N-1, Legal Department
Address Line 4:	NEW HAVEN, CONNECTICUT 06511
ATTORNEY DOCKET NUMBER:	H-US-02355 (203-7045)
NAME OF SUBMITTER:	Kimberly V. Perry
Total Attachments: 3 source=HUS02355Assignment#page1.tif source=HUS02355Assignment#page2.tif	

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PATENT
REEL: 025076 FRAME: 0654

For: ☒ U.S. and/or ☒ Foreign Rights
 For: ☒ U.S. Application or ☐ U.S. Patent
 By : ☒ Inventor or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNORS: Frank Viola
 Gerald Hodgkinson

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO add the following)

Recorded on: _____
 Reel _____
 Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

Tyco Healthcare Group LP
60 Middletown Avenue
North Haven, CT 06473
US

and the successors, assigns and legal representatives of the ASSIGNEE

☒ the entire right, title and interest

☐ an undivided _____ percent (_____ %) interest for the United States and its territorial possessions

☒ and in all foreign countries, including all rights to claim priority, the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to the invention and any and all improvements entitled:

SHAPE MEMORY FASTENERS AND METHOD OF USE

and which is found in

- (a) ☒ U.S. patent application executed on even date herewith.
- (b) ☐ U.S. patent application executed on _____.
- (c) ☐ U.S. application Serial No. _____ filed on _____.
- (d) ☒ U.S. provisional application No. 61/249,642 filed on October 8, 2009.
- (e) ☐ U.S. Patent No. _____ issued _____.
- (f) ☐ PCT application No. _____ filed on _____.
- ☐ A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.
- (g) ☒ and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, continuation-in-part, divisional, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

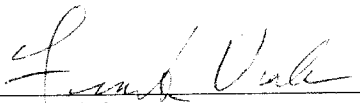
ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:

ASSIGNORS further covenant to promptly provide all pertinent facts and documents known and accessible to ASSIGNORS relating to said invention and said Letters Patent and legal equivalents; to testify as to the same in any interference, litigation or proceeding related thereto; to execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patents which may be granted therefore in said ASSIGNEE, its successors, assigns or other legal representatives; to execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefore; and to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, all without further compensation, but at the sole expense of ASSIGNEE, its successors, assigns, or other legal representatives.

ASSIGNORS hereby grant ASSIGNEE and Assignee's attorneys the power to insert the Serial No. and/or filing date of the above-described application(s) after such information becomes known to them.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal.

WARNING: Date of signing must be the **same as** the date of execution of the application if item (a) was checked above.



Frank Viola

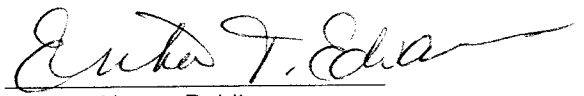
4/7/10

(Dated)

State of Connecticut)
) ss
County of New Haven)

Before me this 7 day of April 2010,

personally appeared **Frank Viola** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.



Notary Public
Erika T. Edwards
Notary Public
State of Connecticut
My Commission Expires
November 30, ~~2009~~ 2014

AFFIX SEAL

Gerald Hodgkinson
Gerald Hodgkinson

4/9/10
(Dated)

State of Connecticut)
County of New Haven) ss

Before me this 9 day of April 2010,

personally appeared Gerald Hodgkinson to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

Erika T. Edwards
Notary Public

AFFIX SEAL

Erika T. Edwards
Notary Public
State of Connecticut
My Commission Expires
November 30, ~~2011~~ 2014