

# PATENT ASSIGNMENT

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| SUBMISSION TYPE:   | NEW ASSIGNMENT             |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                 |
| <b>CONVEYING PARTY DATA</b>  |                            |
| Name   | Execution Date             |
| Boston Scientific Scimed, Inc.   | 01/03/2011                 |
| <b>RECEIVING PARTY DATA</b>  |                            |
| Name:  | Stryker Corporation        |
| Street Address:  | 2825 Airview Blvd.         |
| City:  | Kalamazoo                  |
| State/Country:   | MICHIGAN                   |
| Postal Code:   | 49002                      |
| Name:  | Stryker NV Operations Ltd  |
| Street Address:  | Arthur Cox Building        |
| Internal Address:  | Earlsfort Terrace          |
| City:  | Dublin 2                   |
| State/Country:   | IRELAND                    |
| <b>PROPERTY NUMBERS Total: 1</b>   |                            |
| Property Type  | Number                     |
| Patent Number:   | 6533905                    |
| <b>CORRESPONDENCE DATA</b>   |                            |
| Fax Number:  | (408)877-1662              |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                            |
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| Address Line 2:  | Suite D-2                  |
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| ATTORNEY DOCKET NUMBER:  | STRYKER NV 02-0445 US      |

OP \$40.00 6533905

**501424355**

**PATENT**  
**REEL: 025733 FRAME: 0937**

NAME OF SUBMITTER:

Ivy Mok

**Total Attachments: 8**

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**IP ASSIGNMENT**

This IP ASSIGNMENT (this "Assignment"), effective the 3<sup>rd</sup> day of January, 2011, is made and entered into by and among the Persons listed on Exhibit A hereto (collectively, the "Assignors"), STRYKER CORPORATION, a Michigan corporation ("Stryker"), and STRYKER NV OPERATIONS LIMITED, an Irish corporation (Company Number 491248) ("Stryker NV" and together with Stryker, the "Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, one of the Assignors is (a) an owner of each of the patents and patent applications set forth on Schedule A hereto (the "Patents") and of all inventions claimed therein; and (b) an owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule B hereto (the "Trademarks;" the Patents (and all rights to inventions claimed therein) and Trademarks, collectively, the "Transferred Intellectual Property");

WHEREAS, Boston Scientific Corporation, a Delaware corporation ("BSC"), and Stryker entered into that certain Sale and Purchase Agreement, dated as of October 28, 2010 (together with any amendments thereto, the "Purchase Agreement"), pursuant to which Stryker has agreed to purchase the Purchased Assets from BSC and the Sellers, including all of the Assignors' right, title and interest in and to the Transferred Intellectual Property; and

WHEREAS, this Assignment is to be executed by the parties at the Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective upon the Closing, the Assignors hereby sell, assign and transfer to the Assignee, and the Assignee hereby accepts the sale, assignment and transfer of, all the right, title and interest of the Assignors in and to the Transferred Intellectual Property equally and jointly to Stryker and Stryker NV, including the right to sue for past infringement and collect damages in Assignee's names, and including, with respect to Patents, all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for patents which may hereafter be filed in the United States or any country or countries foreign to the United States with the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all patents which may be granted for said applications in the United States or any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

2. Further Assurances. The parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law or otherwise, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment. The responsibility to file local assignments with the national patent and trademark offices of each country shall be on the Assignee and the Assignee shall bear the cost of filing such assignments.

3. Conflict. If there is any conflict between the Purchase Agreement and this Assignment, each of the Purchase Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Purchase Agreement shall prevail and control.


4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any laws other than the laws of the State of Delaware.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile or pdf transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

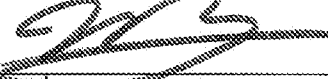
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IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.


**BOSTON SCIENTIFIC CORPORATION**

By:   
Name: Vance R. Brown  
Title: Vice President and Chief Corporate Counsel

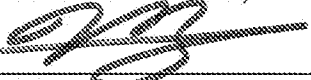
**BOSTON SCIENTIFIC LIMITED**

By:   
Name: Vance R. Brown  
Title: Vice President, Legal


**BOSTON SCIENTIFIC SCIMED, INC.**

By:   
Name: Vance R. Brown  
Title: Vice President and Secretary

**TARGET THERAPEUTICS, INC.**

By:   
Name: Vance R. Brown  
Title: Authorized Signatory

**STRYKER CORPORATION**

By: 

Name: Curt R. Hartman

Title: Vice President and Chief Financial Officer

*[Signature page to IP Assignment]*

STRYKER NV OPERATIONS LIMITED

By: \_\_\_\_\_

Name: Tony M. McKinney

Title: Director

*[Signature page to IP Assignment]*

**EXHIBIT A**

**ASSIGNORS**

Boston Scientific Limited  
Target Therapeutics, Inc.  
Boston Scientific Scimed, Inc.  
Boston Scientific Corporation



## **SCHEDULE A**

### **PATENTS**

See Annex 2.01(a)(vii)(A) of Section 2.01(a)(vii) of the Disclosure Schedule to the Purchase Agreement, which is incorporated herein in its entirety.

| Docket # | Country | Status | App. #             | Filed    | Patent #  | Issued   | Title   | Owner of Record                                       |
|----------|---------|--------|--------------------|----------|-----------|----------|---|---|
| 02-445   | US      | G      | 09/768,700         | 1/24/01  | 6,533,905 | 3/18/03  | Method for Sputtering TiNi Shape-Memory Alloys        | Tini Alloy Company and Boston Scientific Scimed, Inc. |
| 02-445   | US      | I      | 10/345,782         | 1/16/03  | N/A       | N/A      | Methods for Sputtering TiNi Shape-Memory Alloys       | Inventors: David A. Johnson, et al.                   |
| 02-445   | US      | I      | 11/027,814         | 12/28/04 | N/A       | N/A      | Methods for Sputtering NiTi Shape-Memory Alloys       | Boston Scientific Scimed, Inc.                        |
| 02-445   | US      | F      | 12/357,104         | 1/21/09  | N/A       | N/A      | Methods for Sputtering NiTi Shape-Memory Alloys       | Inventors: David A. Johnson, et al.                   |
| 02-445   | WO      | I      | PCT/US01/0225<br>3 | 1/24/01  | N/A       | N/A      | Thin-Film Shape Memory Alloy For Medical Applications | Smart Therapeutics Inc.                               |
| 02-446   | EP      | F      | 01981592.7         | 10/15/01 | N/A       | N/A      | Neurovascular Stent And Method                        | Boston Scientific LTD                                 |
| 02-446   | EP      | D      | N/A                | N/A      | N/A       | N/A      | Neurovascular Stent And Method                        | Boston Scientific LTD                                 |
| 02-446   | US      | G      | 09/715,878         | 11/17/00 | 7,037,330 | 5/2/06   | Neurovascular Stent And Method                        | Boston Scientific Scimed, Inc.                        |
| 02-446   | US      | G      | 11/393,200         | 3/30/06  | 7,695,507 | 4/13/10  | Neurovascular Stent And Method                        | Boston Scientific Scimed, Inc.                        |
| 02-446   | US      | F      | 12/752,847         | 4/1/10   | N/A       | N/A      | Neurovascular Stent And Method                        |   |
| 02-446   | US      | I      | 60/241,101         | 10/16/00 | N/A       | N/A      | Neurovascular Stent                                   |   |
| 02-446   | WO      | I      | PCT/US01/3217<br>1 | 10/15/01 | N/A       | N/A      | Neurovascular Stent And Method                        | Boston Scientific LTD                                 |
| 02-447   | US      | G      | 10/109,112         | 3/27/02  | 7,294,137 | 11/13/07 | Device For Multi-Modal Treatment of Vascular Lesions  | Boston Scientific Scimed, Inc.                        |
| 02-447   | US      | I      | 60/279,172         | 3/27/01  | N/A       | N/A      | Device For Multi-Modal Treatment of Vascular Lesions  |   |