#### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Boston Scientific Corporation	01/03/2011

#### **RECEIVING PARTY DATA**

Name:	Stryker Corporation				
Street Address:	25 Airview Boulevard				
City:	Kalamazoo				
State/Country:	MICHIGAN				
Postal Code:	49002				

Name:	Stryker NV Operations Limited				
Street Address:	thur Cox Building				
Internal Address:	Earlsfort Terrace				
City:	Dublin 2				
State/Country:	IRELAND				

#### PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6037366
Patent Number:	6476069
Patent Number:	6476070
Patent Number:	6538026
Patent Number:	RE39150
Patent Number:	6139520
Patent Number:	6629947
Patent Number:	6258055
Patent Number:	6589199

PATENT REEL: 025959 FRAME: 0196 P \$360 00 6037366

#### **CORRESPONDENCE DATA**

Fax Number: (408)877-1662

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 408-777-2902

Email: ism@viplawgroup.com
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ATTORNEY DOCKET NUMBER:	BSC TO STRYKER BULK
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NAME OF SUBMITTER: Ivy Mok

Total Attachments: 10

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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 ("<u>BSC</u>"), and Stryker entered into that certain Sale and Purchase Agreement, dated as of October 28, 2010 (together with any amendments thereto, the "<u>Purchase Agreement</u>"), 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. <u>Further Assurances</u>. 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. <u>Conflict</u>. 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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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.

[Remainder of page intentionally left blank.]

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

By:

Name: Verice R. Brown
Title: Vice President and Chief Conporate
Course!

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:

By:

TARGET THERAPEUTICS, INC.

Name: Vance R. Brown

Title: Althorized 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: 7 M. W. L. 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

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# **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.

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Docket #	Country	Status	App. #	Filed	Patent #	Issued	Title	Owner of Record
05-00094	JP	F	2009-051392	5/23/01	N/A	N/A	Polymerizable Compositions And Methods Of Use	Boston Scientific Corporation
05-00094	JP	F	2009-92509	1/28/00	N/A	N/A	Cyanoacrylates Comprising Inhibitors And An Opacifying Agent As Adhesives	Boston Scientific Corporation
05-00094	NL	G	00904626,9	1/28/00	1154723	12/19/07	Cyanoacrylates Comprising Inhibitors And An Opacifying Agent As Adhesives	Boston Scientific Corporation
05-00094	US	G	09/151,621	9/11/98	6,037,366	3/14/00	Composition for Treating Vascular Occlusions	Boston Scientific Corporation
05-00094	US	G	09/241,368	1/29/99	6,476,069	11/5/02	Compositions for Creating Embolic Agents and Uses Thereof	Boston Scientific Corporation
05-00094	US	G	09/497,075	2/2/00	6,476,070	11/5/02	Compositions Useful for Remodeling Body Spaces	Boston Scientific Corporation
05-00094	US	G	09/577,115	5/23/00	6,538,026	3/25/03	Compositions Useful for Remodeling Body Spaces	Boston Scientific Corporation
05-00094	US	G	09/823,775	3/30/01	RE39,150	6/27/06	Composition for Creating Vascular Occlusions	Boston Scientific Corporation
05-00094	US	I	09/863,825	5/23/01	N/A	N/A	Polymerizable Compositions and Methods of Use	Boston Scientific Corporation
05-00094	US	Ι	10/321,813	12/16/02	N/A	N/A	Compositions Useful for Remodeling Body Spaces	Boston Scientific Corporation
05-00094	US	Ι	10/873,413	6/22/04	N/A	N/A	Composition for Creating Vascular Occlusions	Boston Scientific Corporation
05-00094	US	F	11/827,668	7/12/07	N/A	N/A	Composition for Creating Vascular Occlusions	1
05-00094	US	I	60/058,510	9/11/97	N/A	N/A	Composition for Treating Vascular Occlusions	

NYDOCS04/520105.12 **PATENT REEL: 025959 FRAME: 0205** 

Docket #	Country	Status	App. #	Filed	Patent #	Issued	Title	Owner of Record
29025- 28001.21	US	F	90/008,115	7/6/06	N/A	N/A	Endovascular Electrolytically Detachable Wire And Tip For The Formation of Thrombus In Arteries, Veins, Aneurysms, Vascular Malformations And Arteriovenous Fistulas	
29025- 28001.22L	US	F	90/007,231	10/4/04	N/A	N/A	Endovascular Electrolytically Detachable Wire And Tip For The Formation of Thrombus In Arteries, Veins, Aneurysms, Vascular Malformations And Arteriovenous Fistulas	
29025- 28001.23L	US	G	08/944,580	10/6/97	6,010,498	9/26/06	Endovascular Electrolytically Detachable Wire And Tip For The Formation of Thrombus In Arteries, Veins, Aneurysms, Vascular Malformations And Arteriovenous Fistulas	The Regents of the University of California
29025- 28001.23L	US	F	90/007,232	10/4/04	N/A	N/A	Endovascular Electrolytically Detachable Wire And Tip For The Formation of Thrombus In Arteries, Veins, Aneurysms, Vascular Malformations And Arteriovenous Fistulas	
29025- 28001.24L	US	G	11/377,895	3/15/06	RE41029	12/1/09	Endovascular Electrolytically Detachable Wire And Tip For The Formation of Thrombus In Arteries, Veins, Aneurysms, Vascular Malformations And Arteriovenous Fistulas	The Regents of the University of California
29025- 30182.00	US	Ī	60/054,771	8/5/97	N/A	N/A	Detachable Aneurysm Neck Bridge (I)	
29025- 30199.00	US	I	60/054,768	8/5/97	N/A	N/A	Detachable Aneurysm Neck Bridge (II)	
29025- 30205.00	US	I	60/055,566	8/13/97	N/A	N/A	Detachable Aneurysm Neck Bridge (III)	
97-P0178CIP	US	G	08/919,107	8/28/97	6,139,520	10/31/00	System for Implanting a Cross-Linked Polysaccharide Fiber and Methods of Forming and Inserting the Fiber	Boston Scientific Corporation
97- P0178CIP2	US	G	09/330,175	6/11/99	6,629,947	10/7/03	Systems and Methods for Delivering Flowable Substances for Use as Implants and Surgical Sealants	Boston Scientific Corporation
97- P0178CONC IP	US	G	09/617,132	7/14/00	6,258,055	7/10/01	System for Implanting a Cross-Linked Polysaccharide Fiber and Methods of Forming and Inserting the Fiber	Boston Scientific Corporation

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Docket #	Country	Status	App. #	Filed	Patent #	Issued	Title	Owner of Record
97- P0178DIVCI P	US	G	09/538,152	3/29/00	6,589,199	7/8/03	System for Implanting a Cross-Linked Polysaccharide Fiber and Methods of Forming and Inserting the Fiber	Boston Scientific Corporation
97-P0178EP	EP	I	98940984.2	8/19/98	N/A	N/A	System For Implanting A Cross-Linked Polysaccharide Fiber And Methods Of Forming And Inserting The Fiber	Boston Scientific Corporation
97- P0178PCT	WO	I	PCT/US98/1714 3	8/19/98	N/A	N/A	System For Implanting A Cross-Linked Polysaccharide Fiber And Methods Of Forming And Inserting The Fiber	Boston Scientific Corporation
99-0136	US	G	09/352,187	7/12/99	6,663,607	12/16/03	Bioactive Aneurysm Closure Device Assembly and Kit	Boston Scientific Scimed, Inc.
99-0136	WO	I	PCT/US00/1755 0	6/26/00	N/A	N/A	Bioactive Aneurysm Closure Device Assembly And Kit	Boston Scientific Scimed, Inc.
99-0137	US	I	09/351,769	7/12/99	N/A	N/A	Liquid Based Vaso-Occlusive Compositions	Boston Scientific Scimed, Inc.
99-0137	US	I	10/038,730	1/2/02	N/A	N/A	Liquid Based Vaso-Occlusive Compositions	Boston Scientific Scimed, Inc.
99-0137	WO	I	PCT/US00/1788 6	6/28/00	N/A	N/A	Liquid Based Vaso-Occlusive Compositions	Boston Scientific Scimed, Inc.
99-0166	BE		00937892.8	5/30/00	1185204	12/28/05	Polymer Covered Vaso-Occlusive Devices And Methods Of Producing Such Devices	Boston Scientific Scimed, Inc.
99-0166	CA	G	2375328	5/30/00	2375328	10/28/08	Polymer Covered Vaso-Occlusive Devices And Methods Of Producing Such Devices	Boston Scientific LTD
99-0166	DE	G	00937892.8	5/30/00	60025202,7	12/28/05	Polymer Covered Vaso-Occlusive Devices And Methods Of Producing Such Devices	Boston Scientific LTD
99-0166	EP	Ğ	00937892.8	5/30/00	1185204	12/28/05	Polymer Covered Vaso-Occlusive Devices And Methods Of Producing Such Devices	Boston Scientific LTD
99-0166	ES		00937892.8	5/30/00	1185204	12/28/05	Polymer Covered Vaso-Occlusive Devices And Methods Of Producing Such Devices	Boston Scientific Scimed, Inc.

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