

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
James E. Jervis	11/19/1996
Helmut Kayan	11/19/1996
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Surgical Innovations, Inc.
<b>Street Address:</b>	3172A Porter Drive
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94304
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6129736
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)821-2183
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	203-492-5000
<b>Email:</b>	sue.rickard@covidien.com
<b>Correspondent Name:</b>	Tyco Healthcare Group LP d/b/a Covidien
<b>Address Line 1:</b>	555 Long Wharf Drive
<b>Address Line 2:</b>	MailStop 8 N-1
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06511
<b>ATTORNEY DOCKET NUMBER:</b>	2948CON
<b>NAME OF SUBMITTER:</b>	Thomas C. Hughes

Total Attachments: 7  
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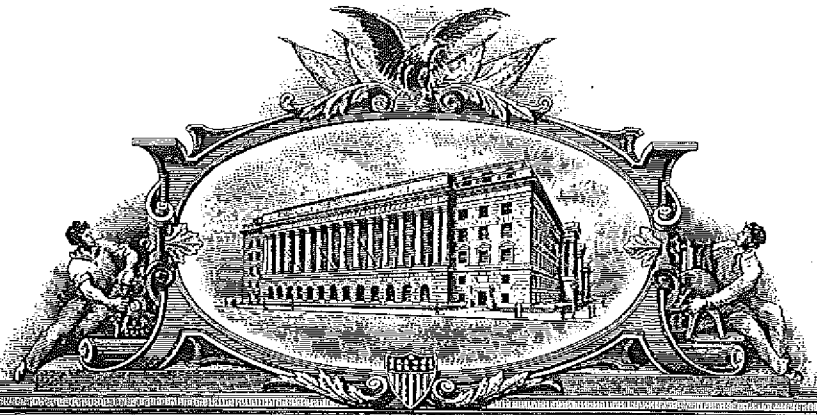
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**PATENT**  
**REEL: 026393 FRAME: 0816**

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# THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

February 16, 2010

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE  
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON  
NOVEMBER 26, 1996.

By Authority of the  
Under Secretary of Commerce for Intellectual Property  
and Director of the United States Patent and Trademark Office

  
E. BORNETT  
Certifying Officer



PATENT  
REEL: 026393 FRAME: 0818

FORM PTO-1595

(Rev. 6-93)

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

RECOF

12-12-1996



EET

Dkt. No. 222/102  
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. 102323554 documents or copy thereof.

1. Name of conveying party(ies):  
James E. Jarvis  
Helmut Kayan  
**MRD 11/26/96**  
Additional name(s) of conveying party(ies) attached?  Yes  No



2. Name and address of receiving party(ies):  
Name: General Surgical Innovations, Inc.  
Internal Address: \_\_\_\_\_  
08/707794

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other  
 Merger  
 Change of Name  
Execution Date: November 19, 1996

Street Address: 3172A Porter Drive  
City: Palo Alto State: CA ZIP 94304  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: November 19, 1996  
A. Patent Application No(s): 08/717,794  
B. Patent No(s): \_\_\_\_\_  
Additional numbers attached?  Yes  No



5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: LYON & LYON  
Internal Address: Attn: James W. Gerlak  
Street Address: 633 West Fifth Street  
City: Los Angeles State: CA ZIP 90071

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41): ..... \$ 40.00  
 Included in the enclosed check  
 Authorized to be charged to deposit account  
8. Deposit Account Number: 12-2475  
(Attach duplicate copy of this page if paying by deposit account.)

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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.*  
James W. Gerlak, Reg. No. 20,233 [Signature] November 22, 1996  
Name of Person Signing & Reg. No. Signature Date

Total number of pages including cover sheet, attachments, and documents: \_\_\_\_\_  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

( 300 MH 12/11/96 08717794  
1 581 40.00 CK )

PATENT  
REEL: 8264 FRAME: 0063

PATENT  
REEL: 026393 FRAME: 0819

ASSIGNMENT

WHEREAS, the undersigned,

- (1) James E. Jervis and (2) Helmut Kayan,  
 (hereinafter termed "the INVENTORS") having a residence address of  
 (1) 495 Walsh Road, (2) 222 Scenic Drive,  
Atherton, CA 94027, Redwood City, CA 94062,  
 respectively, Counties of  
 (1) San Mateo, (2) San Mateo,  
 respectively, Citizens of  
 (1) U.S.A., (2) Germany,

have invented a new and useful **EXPANSIBLE APPARATUS WITH BACK-LOADED CANNULA** and have executed an application for a United States patent disclosing and identifying the invention, which application has been assigned U.S. Serial Number 08/717,794, filed September 23, 1996; and

WHEREAS, General Surgical Innovations, Inc., a California corporation, having a place of business at 3172A Porter Drive, Palo Alto, California 94304, (hereinafter termed "ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in and to the application and the invention(s) disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered, jointly or severally, by the INVENTORS (all collectively hereinafter termed "the Invention"), and in and to any and all patents, inventor's certificates, and other forms of protection (hereinafter termed "patents") granted thereon in the United States and in any foreign countries.

**NOW THEREFORE**, for good and valuable consideration acknowledged by the **INVENTORS** to have been received in full from the **ASSIGNEE**:

The **INVENTORS** do hereby sell, assign, transfer, and convey unto the **ASSIGNEE**, the entire right, title, and interest (a) in and to the application and the invention; (b) in and to all rights to apply for foreign patents on the invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on the invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of the applications; and (d) in and to each and every reissue or extensions of any of the patents.

The **INVENTORS** hereby jointly and severally covenant and agree to cooperate with the **ASSIGNEE** to enable the **ASSIGNEE** to enjoy to the fullest extent the right, title, and interest herein conveyed in the United States and foreign countries. Such cooperation by the **INVENTORS** shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations, or other papers, and other assistance all to the extent deemed necessary or desirable by the **ASSIGNEE** (a) for perfecting in the **ASSIGNEE** the right, title, and interest herein conveyed; (b) for prosecuting any of the applications; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications covering the invention; (d) for filing and prosecuting applications for reissuance of any the patents; (e) for interference or other priority proceedings involving the invention; and (f) for legal proceedings involving the invention and any applications therefor and any patents granted thereon, including, without limitation, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions, and

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court actions, provided, however, that the expense incurred by the INVENTORS in providing such cooperation shall be paid for by the ASSIGNEE.

The terms and covenants of this Assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns, and other legal representatives and shall be binding upon the INVENTORS, their respective heirs, legal representatives, and assigns.

The INVENTORS hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

WITNESS my hand at PALO ALTO, California, this 19 day of  
NOVEMBER, 1996.

By: *James E. Jervis*  
James E. Jervis

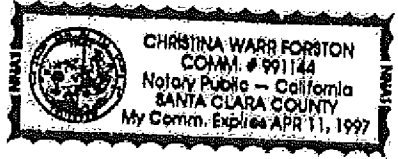
STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

)  
) ss.  
)

On Nov 19, 1996 before me, *Christina Warr Forston*, Notary Public, personally  
appeared JAMES E. JERVIS personally known to me OR proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/hers/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

By: *Christina Warr Forston*  
Notary Public





WITNESS my hand at PALO ALTO, California, this 19 day of  
NOVEMBER, 1996.

By: *Helmut Kayan*  
Helmut Kayan

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF SANTA CLARA            )

On Nov 19, 1996 before me, ~~Christina Warr Forston~~ Notary Public, personally  
appeared HELMUT KAYAN personally known to me OR proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~  
authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

By: *Christina Warr Forston*  
Notary Public

