

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Robert D. Rehnke M.D.	07/05/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Tyco Healthcare Group LP
<b>Street Address:</b>	150 Glover Avenue
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06856
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11974548
<b>CORRESPONDENCE DATA</b>	
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<b>Email:</b>	Erika.Edwards@Covidien.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Tyco Healthcare Group LP/dba Covidien
<b>Address Line 1:</b>	555 Long Wharf Drive
<b>Address Line 2:</b>	Mailstop 8N-1, Legal Department
<b>Address Line 4:</b>	NEW HAVEN, CONNECTICUT 06511
<b>ATTORNEY DOCKET NUMBER:</b>	H-US-00732CON(203-5192CON
<b>NAME OF SUBMITTER:</b>	Kimberly V. Perry
<b>Total Attachments: 2</b> source=HUS00732CONAssignment#page1.tif source=HUS00732CONAssignment#page2.tif	

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**PATENT**  
**REEL: 026957 FRAME: 0298**

## ASSIGNMENT

WHEREAS, United States Surgical ("Assignee"), having a place of business at 150 Glover Avenue, Norwalk, Connecticut 06856 desires to acquire right, title and interest from Robert Rehnke, M.D. ("Assignor"), having a place of business at 6606 Tenth Avenue North, St. Petersburg, Florida 33710 to:

U.S. Patent Application Serial Number 10/428,252, filed on 5/5/2003 and entitled "Apparatus for Use in Fascial Cleft Surgery for Opening an Anatomic Space",

all inventions described therein ("Inventions"), and all patent applications, patents, inventor's certificates and other forms of protection thereon granted in the United States and foreign countries ("Patents");

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee:

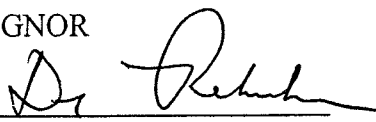
1. Assignor hereby assigns to Assignee the entire right, title and interest in and to (a) the Inventions and Patents; (b) all rights to apply for foreign patents on the Inventions including all priority rights under all available international treaties, agreements and conventions for the protection of intellectual property; (c) all applications filed and any and all patents granted on the Inventions in the United States or any foreign country, including every application filed and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; (d) every reissue or extension of any Patents; and (e) all causes of action and rights of recovery for past infringement of Patents.

2. Assignor shall cooperate with Assignee, at Assignee's expense (including, without limitation, reasonable attorneys' fees) to enable 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 Assignor will 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 necessary or desirable (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Inventions; (d) for filing and prosecuting applications for reissuance of any Patents; (e) for interference or other priority proceedings involving the Inventions; and (f) for legal proceedings involving the Inventions and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee as of the date written below.

ASSIGNOR

  
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Dr. Rehnke