

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kenneth Cappola	12/08/2009
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:	13273670
CORRESPONDENCE DATA	
Fax Number:	(203)821-2183
Phone:	203-492-5000
Email:	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>	
Correspondent Name:	Tyco Healthcare Group LP/dba Covidien
Address Line 1:	555 Long Wharf Drive
Address Line 4:	NEW HAVEN, CONNECTICUT 06511
ATTORNEY DOCKET NUMBER:	H-US-01603CIPCON(203-6641
NAME OF SUBMITTER:	Kimberly V. Perry
Total Attachments: 2 source=HUS01603CIPCONAssignment#page1.tif source=HUS01603CIPCONAssignment#page2.tif	

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PATENT
REEL: 027065 FRAME: 0101

PATENT

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: Kenneth Cappola

(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:

SURGICAL INSTRUMENT

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. 12/580,371 filed on 10/16/2009 and
 U.S. application Serial No. 12/200,004 filed on 08/28/2008.
- (d) ☒ U.S. provisional application No. 60/967,169 filed on 08/31/2007.
- (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.

Kenneth M. Cappola
Kenneth Cappola

12-8-09
Dated

State of Connecticut)
) ss
County of New Haven)

Before me this 8 day of December 2009,

personally appeared **Kenneth Cappola** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he 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, 2014