### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Anh Cam	01/03/2012
Michael Louis Losordo	01/03/2012
Jianlu Ma	12/10/2011
Luong Nguyen	01/03/2012
Sanjay Shrivastava	01/03/2012
John Wainright	01/03/2012
Xiaoling Zhao	01/03/2012

### **RECEIVING PARTY DATA**

Name:	Tyco Healthcare Group LP	
Street Address:	15 Hampshire Street	
City:	Mansfield	
State/Country:	MASSACHUSETTS	
Postal Code:	02048	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13312887

## **CORRESPONDENCE DATA**

 Fax Number:
 (508)261-6225

 Phone:
 508-261-8000

Email: iplegalus@covidien.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Covidien

501775037

Address Line 1: 15 Hampshire Street

Address Line 4: Mansfield, MASSACHUSETTS 02048

ATTORNEY DOCKET NUMBER: H-KN-02207 (1)

REEL: 027475 FRAME: 0755

**PATENT** 

13312887

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NAME OF SUBMITTER:	Mark J. Kertz	
Total Attachments: 4 source=HKN-02207-1-AZ1#page1.tif source=HKN-02207-1-AZ1#page2.tif source=HKN-02207-1-AZ2#page1.tif		
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PATENT REEL: 027475 FRAME: 0756

Client Code: 080373-0309

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#### ASSIGNMENT

WHEREAS, Anh CAM, a citizen of the United States, residing at 899 Laguna Drive, Apt. B, Carlsbad, CA 92008; Michael Louis LOSORDO, a citizen of the United States, residing at 31872 Paseo La Branza, San Juan Capistrano, CA 92675; Jianlu MA, a citizen of China, residing at 66 Keepsake, Irvine, CA 92618; Luong NGUYEN, a citizen of the United States, residing at 14952 Waverly Lane, Irvine, CA 92604; Sanjay SHRIVASTAVA, a citizen of the United States, residing at 16 Teardrop, Irvine, CA 92603; John WAINWRIGHT, a citizen of the United States, residing at 28725 Prudente, Mission Viejo, CA 92692; and Xiaoling ZHAO, a citizen of China, residing at 66 Keepsake, Irvine, CA 92618 (hereinafter, collectively if more than one assignor, "ASSIGNOR") have invented, conceived, reduced to practice, or otherwise contributed certain technology, inventions, improvements, developments, ideas or discoveries in a VASCULAR REMODELING DEVICE (collectively hereinafter referred to as the "Work"), for which a U.S. Patent Application, Serial No. 13/312,887 (hereinafter the "Application") was filed on December 6, 2011;

AND WHEREAS, TYCO HEALTHCARE GROUP LP (hereinafter "ASSIGNEE"), a Delaware Limited Partnership, with its principal place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048, desires to acquire all right, title, and interest in and to the Work and the Application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and the Application, and any other intellectual property rights in the Work, including, but not limited to, any trademarks, trade names, copyright rights, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights in the Work under 17 U.S.C. § 106A or otherwise, for any and all uses of the Work, and any non-provisional patent application(s) claiming priority thereto that have been or may hereafter be filed, such non-provisional patent applications, including divisions, continuations, and continuations-in-parts thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any Letters Patent or related applications for the Work which may hereafter be granted or filed for in any country or countries foreign to the United States, including all extensions, divisions, reexaminations and reissues thereof; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the Work to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patent, before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree to provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

AND ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Work, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work and the Application including any improvements made thereto, any non-provisional application(s)

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filed therefrom, and any continuing application(s) filed from aforementioned non-provisional application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY acknowledge that, to the best of ASSIGNOR's knowledge, the Work is patentable, and ASSIGNOR further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

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Anh CAM	Date
Michael Louis LOSORDO	OSJAN 2013 Date
Jianlu MA	Date
Luong NGUYEN	03 JAN 2012 Date
Sanjay SHRIVASTAVA	637am 2012 Date
Th Warnstoff	<u>03 Jan2012</u> Date
Xiaoling ZHAO	03- JaW-12 Date

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#### ASSIGNMENT

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Anh CAM	Date
Michael Louis LOSORDO	Date
Jianlu MA Jeen Cums	10-D-27-11 Date
Luong NGUYEN	Date
Sanjay SHRIVASTAVA	Date
John WAINWRIGHT	Date
Xiaoling ZHAO	Date

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