501941171 06/01/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Michael P. Whitman	07/02/2009
Donald Malinouskas	06/30/2009
David A. Zeichner	06/30/2009

RECEIVING PARTY DATA

Name:	Power Medical Interventions, Inc.	
Street Address:	2021 Cabot Boulevard West	
City:	Langhorne	
State/Country:	PENNSYLVANIA	
Postal Code:	19047	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13486370	

CORRESPONDENCE DATA

Fax Number: (203)821-2183 203-492-5000 Phone:

Email: sue.rickard@covidien.com

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

Tyco Healthcare Group LP d/b/a Covidien Correspondent Name:

555 Long Wharf Drive Address Line 1:

Address Line 2: Mail Stop 8-N1, Legal Department Address Line 4: New Haven, CONNECTICUT 06511

ATTORNEY DOCKET NUMBER:	H-PM-00035DIVCON
NAME OF SUBMITTER:	Thomas C. Hughes

Total Attachments: 3

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> **PATENT** REEL: 028303 FRAME: 0598

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ASSIGNMENT

WHEREAS, we,

Michael P. WHITMAN 1544 River Road New Hope, PA 18938 Citizenship: United States of America;

Donald MALINOUSKAS 15 Carriage Drive Monroe, CT 06968 Citizenship: United States of America;

and

David A. ZEICHNER 7 Wychwood Lane **Oxford, CT 06478** Citizenship: United States of America;

have made inventions and discoveries in DEVICE AND METHOD FOR CONTROLLING COMPRESSION OF TISSUE for which an application for Letters Patent was filed with the United States Patent and Trademark Office on April 27, 2009 and assigned U.S. Patent Application Serial No. 12/430,780.

WHEREAS, Power Medical Interventions, Inc., having a place of business at 2021 Cabot Boulevard West, Langhorne, PA 19047, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

- 1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.
- 2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

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- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
- 4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.
- 5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation,

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2 day

of	Tuly , 2009.	
		Michael P. WHITMAN
of	IN TESTIMONY WHEREOF, 2009.	I have hereunto set my hand and seal this 30 ⁺¹ day
		Dan St M. linouska
	• .	Donald MALINOUSKAS

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30^{TN} day of JUNE, 2009.

David A. ZEICHNER

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RECORDED: 06/01/2012

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