

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Stanislaw Marczyk	04/25/2007
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:	13545017
CORRESPONDENCE DATA	
Fax Number:	(203)821-2183
Phone:	203-492-5000
Email:	sue.rickard@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 d/b/a Covidien
Address Line 1:	555 Long Wharf Drive
Address Line 2:	Mail Stop 8-N1, Legal Department
Address Line 4:	New Haven, CONNECTICUT 06511
ATTORNEY DOCKET NUMBER:	H-US-00718CON4
NAME OF SUBMITTER:	Joseph Bender-Zanoni
Total Attachments: 2 source=HUS00718Con4Assignment#page1.tif source=HUS00718Con4Assignment#page2.tif	

CH \$40.00 13545017

For:  U.S. and/or  Foreign Rights  
For:  U.S. Application or  U.S. Patent  
By :  Inventor(s) 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:**

**1. Stanislaw Marczyk**

(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  
195 McDermott Road  
North Haven, CT 06473  
USA

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:

**POWERED SURGICAL STAPLING DEVICE**

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. \_\_\_\_\_ filed on \_\_\_\_\_.
- (d)  U.S. provisional application No. 11/724,744 filed on 03/15/2007.
- (e)  U.S. Patent No. \_\_\_\_\_ issued \_\_\_\_\_.
- (f)  PCT application No. \_\_\_\_\_ filed on \_\_\_\_\_.
- (g)  A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.
- (h)  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 covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:

ASSIGNORS further covenants 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 therefor 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 therefor; 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 grants 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.

Stanislaw Marczyk  
Stanislaw Marczyk

4-25-2007  
Dated

State of Connecticut

County of New Haven

)  
) ss  
)

Before me this 25<sup>th</sup> day of April, 2007,

personally appeared Stanislaw Marczyk 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

Erika T. Edwards  
Notary Public  
State of Connecticut  
My Commission Expires  
November 30, 2009

AFFIX SEAL