

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
C.R. Bard, Inc.	07/12/2012
RECEIVING PARTY DATA	
Name:	Davol, Inc.
Street Address:	100 Crossings Boulevard
City:	Warwick
State/Country:	RHODE ISLAND
Postal Code:	02886
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7824420
Patent Number:	7785334
Patent Number:	7806905
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
Phone:	617-646-8000
Email:	patents_jasonH@wolfgreenfield.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:	Wolf, Greenfield & Sacks, P.C.
Address Line 1:	600 Atlantic Avenue
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	D0188.90420US00/JMH
NAME OF SUBMITTER:	Jason M. Honeyman
Total Attachments: 4 source=D0188-90420US00-Assign#page1.tif source=D0188-90420US00-Assign#page2.tif source=D0188-90420US00-Assign#page3.tif source=D0188-90420US00-Assign#page4.tif	

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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment") is made and entered into as of July \_\_, 2012 (the "Effective Date") by and between C. R. Bard, Inc., a New Jersey corporation ("Assignor"), and Davol, Inc., a Delaware corporation and wholly-owned subsidiary of Assignor ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties."

### RECITALS

A. WHEREAS, Assignor is the exclusive owner of the entire right, title and interest in, to and under the patents listed in Schedule 1 (the "Patents");

B. WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in, to and under the Patents, such that Assignee will be the exclusive owner of the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree, effective immediately, as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Patents, such that Assignee is the exclusive owner of the Patents, including, without limitation, (i) any United States, international and foreign counterparts or equivalents of any of the foregoing, applications or certificates of invention based upon or covering any portion of any of the foregoing, (ii) any reissues, divisionals, renewals, extensions, provisionals, continuations, continuations-in-part, reexaminations, substitutions or revisions of any of the foregoing, (iii) any other patents, applications or extensions that claim priority to or through any of the foregoing and (iv) any inventions disclosed in any of the foregoing, in each case in the United States and elsewhere and together with all (a) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including, without limitation, damages and payments for any past, current or future infringements or misappropriations of the Patents); (b) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Patents; and (c) corresponding rights that, now or hereafter, may be secured throughout the world with respect to the Patents.

2. Further Assurances. Assignor hereby covenants and agrees to, as may be reasonably requested by Assignee or its successors or assigns at any time, execute, acknowledge and deliver any and all such other documents (including, without limitation, any deeds, assignments, transfers, confirmations, powers of attorney and any instrument of further assurance) and perform such further acts, as Assignee (or its successors or assigns) may hereafter deem reasonably necessary or proper in order to complete, evidence, insure, implement, record and perfect the conveyance and transfer to Assignee, its successors and assigns of all the right, title and interest of Assignor in and to any and all of the Patents hereby conveyed, transferred, assigned and delivered or which were mutually intended to be so conveyed, transferred, assigned and delivered by the Parties.

3. Miscellaneous.

(a) This Patent Assignment, including, without limitation, the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of New Jersey applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.

(b) This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered by duly authorized representatives of Assignor and Assignee as of the date first above written.

**ASSIGNOR**

**C. R. BARD, INC.**

By: 

Name: Richard C. Rosenzweig

Title: Vice President, Law and Assistant Secretary

**ASSIGNEE**

**DAVOL, INC.**

By: 

Name: John Grotelars

Title: President

*[Signature Page - Patent Assignment Agreement]*

**Schedule 1**

**Patents**

<b>Title</b>	<b>Country</b>	<b>Applic. No./ Filing Date</b>	<b>Patent No./ Issue Date</b>
Implantable prosthesis	U.S.	10/853,823 5/26/2004	7,824,420 11/2/2010
Implantable prosthesis	U.S.	11/508,447 8/23/2006	7,785,334 8/31/2010
Implantable prosthesis	U.S.	12/422,089 4/10/2009	7,806,905 10/5/2010