

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>John O. McWeeney</td> <td>05/19/2003</td> </tr> <tr> <td>Willet F. Whitmore III</td> <td>07/31/2003</td> </tr> <tr> <td>Stephanie Rubin</td> <td>05/19/2003</td> </tr> </tbody> </table>		Name	Execution Date	John O. McWeeney	05/19/2003	Willet F. Whitmore III	07/31/2003	Stephanie Rubin	05/19/2003		
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<table border="1"> <tr> <td>Name:</td> <td>Boston Scientific Scimed, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>One SciMed Place</td> </tr> <tr> <td>City:</td> <td>Maple Grove</td> </tr> <tr> <td>State/Country:</td> <td>MINNESOTA</td> </tr> <tr> <td>Postal Code:</td> <td>55311-1566</td> </tr> </table>		Name:	Boston Scientific Scimed, Inc.	Street Address:	One SciMed Place	City:	Maple Grove	State/Country:	MINNESOTA	Postal Code:	55311-1566
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CORRESPONDENCE DATA											
<p>Fax Number: (612)332-8352          Phone: 2024706461          Email: becky@brakehughes.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Brake Hughes Bellermand LLP          Address Line 1: c/o CPA Global          Address Line 2: PO Box 52050          Address Line 4: Minneapolis, MINNESOTA 55402</p>											
ATTORNEY DOCKET NUMBER:	0073-006006										
NAME OF SUBMITTER:	Timothy D. Ford										
<p>Total Attachments: 4          source=0073-006006_executed_assignment#page1.tif          source=0073-006006_executed_assignment#page2.tif          source=0073-006006_executed_assignment#page3.tif          source=0073-006006_executed_assignment#page4.tif</p>											

OP \$40.00 12698487

ASSIGNMENT

WHEREAS, We, John O. McWeeney and Wilfit F. Whitmore III and Stephanie Rubin have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

URETERAL STENT FOR IMPROVED PATIENT COMFORT

and identified by

☒ Attorney Docket No. BSC-067CP, and/or executed by us on even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 10/406,876 filed in the United States Patent Office on April 4, 2003; and

WHEREAS, SCIMED Life Systems, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Minnesota, and having a usual place of business at One SCIMED Place, Maple Grove, Minnesota 55311-1566, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's election and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

*IN TESTIMONY WHEREOF*, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

Inventor: John O. McWeeney  
John O. McWeeney

State/Commonwealth of )  
County of ) ss

Subscribed and sworn to before me, by the above-named John O. McWeeney this 19 day of May, 2003.

Cindy A. Olson  
Notary Public  
My Commission Expires: 7/3/09

Inventor: \_\_\_\_\_  
Willit F. Whitmore III

State/Commonwealth of )  
County of ) ss

Subscribed and sworn to before me, by the above-named Willit F. Whitmore III this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

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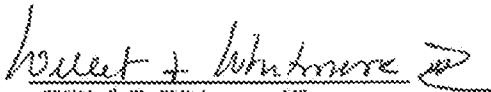
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Inventor: \_\_\_\_\_  
John O. McWeeney

State/Commonwealth of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

Subscribed and sworn to before me, by the above-named John O. McWeeney this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

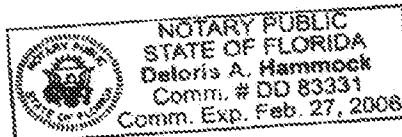
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Inventor: Willet F. Whitmore III   
Willet F. Whitmore III

State/Commonwealth of FLORIDA )  
County of SARASOTA ) ss

July, 2003. Subscribed and sworn to before me, by the above-named Willet F. Whitmore III this 31 day of

Deloris A. Hammock  
Notary Public  
My Commission Expires: \_\_\_\_\_



Inventor:

Stephanie Rubin  
Stephanie Rubin

State/Commonwealth of VIRGINIA  
County of FAIRFAX ) ss

Subscribed and sworn to before me, by the above-named Stephanie Rubin this 19 day of  
May, 2003.

[Signature]  
Notary Public  
My Commission Expires: Jan 31, 2005

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