

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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>Paul Guerra</td> <td>09/12/2008</td> </tr> <tr> <td>Curt D. Hammill</td> <td>09/17/2008</td> </tr> <tr> <td>James S. Cunningham</td> <td>09/16/2008</td> </tr> <tr> <td>Charles Schryver</td> <td>09/15/2008</td> </tr> </tbody> </table>		Name	Execution Date	Paul Guerra	09/12/2008	Curt D. Hammill	09/17/2008	James S. Cunningham	09/16/2008	Charles Schryver	09/15/2008
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>TYCO Healthcare Group LP</td> </tr> <tr> <td>Street Address:</td> <td>60 Middletown Avenue</td> </tr> <tr> <td>City:</td> <td>North Haven</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06473</td> </tr> </table>		Name:	TYCO Healthcare Group LP	Street Address:	60 Middletown Avenue	City:	North Haven	State/Country:	CONNECTICUT	Postal Code:	06473
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13571055</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13571055						
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Application Number:	13571055										
CORRESPONDENCE DATA											
<p>Fax Number: 3035816632          Phone: 303-530-6138          Email: ebd.iplegal@covidien.com</p> <p><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: TYCO Healthcare Group LP Attn: IP Legal          Address Line 1: 5920 Longbow Drive          Address Line 2: Mail Stop A36          Address Line 4: Boulder, COLORADO 80301-3299</p>											
ATTORNEY DOCKET NUMBER:	H-US-01616DIV(203-5740DV)										
NAME OF SUBMITTER:	Thomas A. Beaton										

CH \$40.00 13571055

**Total Attachments: 13**

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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:

Paul Guerra  
Curt D. Hammill  
James S. Cunningham  
Charles Schryver

(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  
(Type or print name of ASSIGNEE)  
Address  
60 Middletown Avenue  
North Haven, Connecticut 06473  
U.S.A.  
Nationality

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:

DUAL DUROMETER INSULATING BOOT FOR ELECTROSURGICAL FORCEPS

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. 60/995,865  
filed on September 28, 2007.
- (e) ☐ U.S. Patent No. \_\_\_\_\_ issued \_\_\_\_\_.
- (f) ☐ PCT application No. \_\_\_\_\_  
filed on \_\_\_\_\_.

- [ ] A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.
- (g) [X] 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.

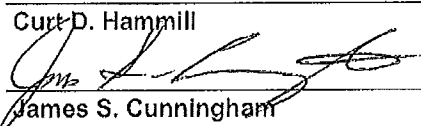
ASSIGNORS hereby grants ASSIGNEE and Assignee's attorneys the power to insert the Serial No. and/or filing date of the above-described application(s) after such information becomes known to them.

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.

  
\_\_\_\_\_  
Paul Guerra

9/12/08  
\_\_\_\_\_  
Date

Curt D. Hammill  
  
\_\_\_\_\_  
James S. Cunningham

\_\_\_\_\_  
Date  
9-16-08  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Schryver  
\_\_\_\_\_

\_\_\_\_\_  
Date  
\_\_\_\_\_

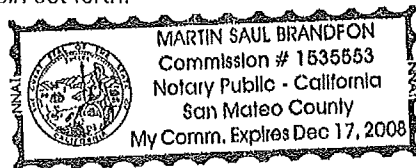
[X] Notarization or Legalization Page Added.

State of California )

County of SAN MATEO ) ss

Before me this 12<sup>th</sup> day of SEPT. 2008,

personally appeared Paul Guerra to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.



Martin Saul Brandfon  
Notary Public

AFFIX SEAL

State of Montana )

County of \_\_\_\_\_ ) ss

Before me this \_\_\_\_ day of \_\_\_\_\_ 2008,

personally appeared Curt D. Hammill to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

State of Colorado )

County of Boulder ) ss

Before me this 16 day of September 2008,

personally appeared James S. Cunningham to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.



AFFIX SEAL

Mary Jo Milacek  
Notary Public

Page 3 of 4

My Commission Expires 02/28/2011

State of California                    )  
County of \_\_\_\_\_                ) ss

Before me this \_\_\_\_ day of \_\_\_\_\_ 2008,

personally appeared **Charles Schryver** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

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U.S.A.  
Nationality

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IN WITNESS WHEREOF, I/We have hereunto set hand and seal.

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\_\_\_\_\_  
Paul Guerra

\_\_\_\_\_  
Date

*Curt D. Hammill*  
\_\_\_\_\_  
Curt D. Hammill

*9/17/08*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
James S. Cunningham

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Schryver

\_\_\_\_\_  
Date

[X] Notarization or Legalization Page Added.



State of California                    )  
  ) ss  
County of \_\_\_\_\_ )

Before me this \_\_\_\_ day of \_\_\_\_\_ 2008,

personally appeared **Paul Guerra** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

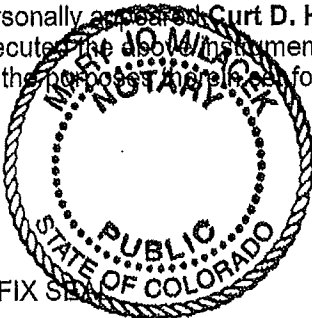
\_\_\_\_\_  
Notary Public

AFFIX SEAL

State of Colorado                    )  
  ) ss  
County of Boulder                    )

Before me this 17 day of September, 2008,

personally appeared **Curt D. Hammill** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.



AFFIX SEAL  
My Commission Expires 02/28/2011

\_\_\_\_\_  
Notary Public

State of Colorado                    )  
  ) ss  
County of Boulder                    )

Before me this \_\_\_\_ day of \_\_\_\_\_ 2008,

personally appeared **James S. Cunningham** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

State of California                    )  
  ) ss  
County of \_\_\_\_\_ )

Before me this \_\_\_\_ day of \_\_\_\_\_ 2008,

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\_\_\_\_\_  
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Curt D. Hammill  
James S. Cunningham  
Charles Schryver**

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filed on \_\_\_\_\_  
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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.

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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.

\_\_\_\_\_  
Paul Guerra

\_\_\_\_\_  
Date

\_\_\_\_\_  
Curt D. Hammill

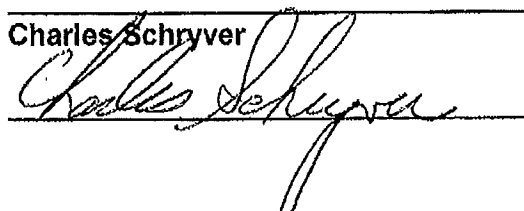
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Date

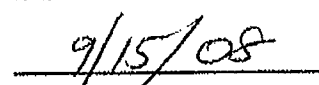
\_\_\_\_\_  
James S. Cunningham

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Schryver

\_\_\_\_\_  
Date





[X] Notarization or Legalization Page Added.

State of California                    )  
  ) ss  
County of \_\_\_\_\_ )

Before me this \_\_\_\_ day of \_\_\_\_\_ 2008,

personally appeared **Paul Guerra** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

State of Montana                    )  
  ) ss  
County of \_\_\_\_\_ )

Before me this \_\_\_\_ day of \_\_\_\_\_ 2008,

personally appeared **Curt D. Hammill** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

State of Colorado                    )  
  ) ss  
County of Boulder )

Before me this \_\_\_\_ day of \_\_\_\_\_ 2008,

personally appeared **James S. Cunningham** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

AFFIX SEAL

State of California            )  
  ) ss  
County of San Luis Obispo )

Before me this 15 day of September 2008,

personally appeared **Charles Schryver** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

see attached CA. Acknowledgment  
Notary Public

AFFIX SEAL

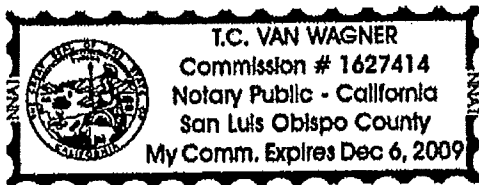
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On Sept 15, 2008 before me, TC Van Wagner, Notary Public

personally appeared Charles Schryver only



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature TC Van Wagner  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment of Invention

Document Date: not dtd. Number of Pages: 4

Signer(s) Other Than Named Above: Paul Guerra, Curt D. Hammill, & James Cunningham

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
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