### 502075644 09/26/2012

#### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Peter Lotze	06/23/2011
Maya Matusovsky	06/21/2011
Steven A. Olivieri	06/21/2011
Curt R. Powell	06/22/2011
Scott E. Litwiller	06/23/2011
James Goddard	07/05/2011
Peter Pereira	06/07/2011

#### **RECEIVING PARTY DATA**

Name:	Boston Scientific Scimed, Inc.
Street Address:	One SciMed Place
City:	Maple Grove
State/Country:	MINNESOTA
Postal Code:	55311-1566

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13542195

### **CORRESPONDENCE DATA**

502075644

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Correspondent Name: Brake Hughes Bellermann LLP

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Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 0073-106001

REEL: 029030 FRAME: 0975

**PATENT** 

P \$40,00 13542195

NAME OF SUBMITTER:	Timothy D. Ford
Total Attachments: 9	
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## ASSIGNMENT

PETER LOTZE, residing at 86 Old Woods Passage, Missouri City, TX 77459. MAYA MATUSOVSKY, residing at 60 Hope Avenue, Apt. 219, Waltham, MA 02453, STEVEN A. OLIVIERI, residing at 24 Richard Ave., Shrewsbury, MA 01545, CURT R. POWELL, 6711 Foxbrier Drive, Tulsa, OK 74132, SCOTT E. LITWILLER, 5005 E. 106<sup>th</sup> Street, Tulsa, OK 74137, JAMES GODDARD, 29 Bancroft Street, Pepperell, MA 01463, and PETER PERMIRA, 6 Lapham Court, Mendon, MA 01756 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled BODILY IMPLANT FORMED FROM DIFFERENT MATERIALS, which is a:

(1)	1) [x] provisional application		
	(a)	to be filed herewith; or	
	(b)	bearing Attorney Docket No	_, , and filed
(2)	[] non-provi	sional application	
	(a)	to be filed herewith; or	
	(b)	bearing Attorney Docket No. 0073-10600 Application No. 13/542,195 on July 5, 2012	

WHEREAS, Boston Scientific Scimed, Inc., a corporation duly organized under and pursuant to the laws of Minnesota, and having its principal place of business at One SciMed Place, Maple Grove, Minnesota 55311-1566 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

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- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of BRAKE HUGHES BELLERMANN LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

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The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 623 2011 By: PETER LOTZE
State of Texa ) ss. County of Harris )
County of 1102001
On June 23, 2011, before me, Cla D. Nava, Notary Public, personally appeared Reter Laty, personally
known to me or 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.
WITNESS my hand and official seal.  ELIA G. NAVA MY COMMISSION EXPIRES May 12, 2015
Eliab, Nava
Signature of Notary Public Place Notary Seal Above
My Commission Expires: May 12, 2015

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Date: 2 JUNE 2011 By: //
MAYA MATUSOVSKY
State of Mussochus As.
State of Mussia Ass.  County of Mussia State Sta
On 21 Jun 2011 , before me, 7700 R King . Notar Public, personally appeared Mayor Moduso vsky , personally
Public, personally appeared Moya Motuso USK, personall
known to me or 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/the
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.
WITNESS my hand and official seal.  WITNESS my hand and official seal.  TINA R. KING Notary Public COMMONWEALTH OF MASSACHUSETTS My COMMINISSION Expires Fightury 13, 2015
<u> </u>
Signature of Notary Public Place Notary Seal Above
My Commission Expires: <u>/3 Fe り スの / S</u>

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Date: 31 June 2011	By: STEVEN A. OLIVIERI
State of Massachuse AS ) ss.  County of Massachuse AS ) ss.  On Massachuse AS ) ss.  On Massachuse AS ) ss.	Took R. Kirola Notary
Public, personally appeared Steven	Olivier , personally
known to me or proved to me on the basis of sa	
name(s) is/are subscribed to the within instrum	ent and acknowledged to me that he/she/they
executed the same in his/her/their authorize	ed 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.  WITNESS my hand and official seal.	TINA R. KING  Notary Public  COMMONWEALTH OF MASSACHUSETTS  My Commission Expires  February 13, 2018
Signature of Notary Public	Place Notary Seal Above
My Commission Expires:	<u> </u>

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Date: <u> </u>	By: Lut 1. /oue
	CURT R. POWELL
State of <u>Oklahorra</u> ) ss. County of Tulsa	
On 6-22-2011, before me, Public, personally appeared Cur+	Marva L Vann, Notary
Public, personally appeared <u>Cur+</u>	R POWILL . personally
known to me or proved to me on the basis of sa	ntisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrum	ent and acknowledged to me that he/she/they
executed the same in his/her/their authoriz	ed 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.	
WITNESS my hand and official seal.	
Nauk Alan	September of the second se
Signature of Notary Public	MARYAL MARKEY Scal Above Notary Public. State of Oklahomo
inur I	Commission # 06006666 My Commission Expires July 11, 2014
My Commission Expires: 7/1/20/5	

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Date: 6-23-11	By: Jan Marie Comment
	SCOTT E. LITWILLER
enact XV labores a	
State of <u>Oklahorna</u> ) ss.  County of <u>Tulka</u> )	
County of / La L Sex)	
On (0-23-1) before me	, Marva L Vann, Notary
On <u> </u>	Lituillet personally
known to me or proved to me on the basis of s	
	nent and acknowledged to me that he/she/they
	zed capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or	r the entity upon behalf of which the person(s)
acted, executed the instrument.	
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NUTATESS my hand and official saul	
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Nun Alm	MADVA I VANN
1 A aug S UN	Notary Public. State of Oklahoma
Signature of Notary Public	My Co. 1866 A 20 147 5 5 9 1 1 1 20 1 2
My Commission Expires: 7/11/2014	,
1417 COMMISSION EAPHOS.	and the second s

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Date: <u>05 Tul 20//</u> By: JAMES GODDARD
State of 1/10550 chuseH5 ) ss.  County of 1/1/11/11/11/11
On 05 14/20/1 , before me, 7702 R K104 , Notary
Public, personally appeared <u>James Goddard</u> , personally
known to me or 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.
WITNESS my hand and official seal.  WITNESS my hand and official seal.  TINA R. KING Notary Public  Commonwealth Or MASSACHUSETTS My Commission Expires February 13, 2015
I makkung
Signature of Notary Public Place Notary Seal Above
My Commission Expires: 13 Feb 2015

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Date: <u>07-June-2011</u> By: <u>St Delice</u> PETER PEREIRA
State of MassachusaAls)  County of Maddles &)
On Olone 2011, before me, Ala Riag, Notary Public, personally appeared Research Polician, personally known to me or 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)
witness my hand and official seal.
Signature of Notary Public Place Notary Seal Above
My Commission Expires: <u>13 Fa b 3044</u> 2015

**RECORDED: 09/26/2012**