## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Arie Levy	12/08/2010
Ofek Levin	12/08/2010

#### **RECEIVING PARTY DATA**

Name:	Polytouch Medical Ltd.
Street Address:	Misgav Business Park
City:	M. P. Misgav
State/Country:	ISRAEL
Postal Code:	20174

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13659952

## **CORRESPONDENCE DATA**

**Fax Number**: 2038212183

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-492-5000

Email: Patents.Surgical@Covidien.com

Correspondent Name: Covidien LP

Address Line 1: 555 Long Wharf Drive

Address Line 2: Mailstop 8 N-1, Legal Department

Address Line 4: NEW HAVEN, CONNECTICUT 06511

ATTORNEY DOCKET NUMBER: H-US-03197CIPCON(203-8446

NAME OF SUBMITTER: Kevin Ferguson

Total Attachments: 7

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> PATENT REEL: 029188 FRAME: 0344

Attorney Docket No.: POLY-004/01US 28827/30

#### ASSIGNMENT

WHEREAS I, the below named inventor,

hereinafter referred to as "Assignor(s)" have made an invention(s) set forth in an applications for patent of the United States, entitled: DEVICE AND METHOD FOR ROLLING AND INSERTING A PROSTHETIC PATCH INTO A BODY CAVITY

for which I filed a U.S. Non-provisional patent application on September 24, 2010 which bears U.S. Patent Application Serial No. 12/889,774, and which claims to priority to each of U.S. Non-provisional patent application serial number 12/834,456, filed July 12, 2010, PCT application number PCT/IL2009/000188, filed February 18, 2009, U.S. provisional patent application serial number 61/029,386, filed February 18, 2008, and U.S. provisional patent application serial number 61/300,455, filed February 2, 2010; and

WHEREAS, POLYTOUCH MEDICAL LTD., whose post office address is M.P. Misgav 20174, Israel (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified above; the right to file applications for patent of the United States or other countries on the Inventions; any applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent 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);
- (b) the application for patent identified above;
- (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 above or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

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- (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 Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

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.



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Date: December 2810	Ву:	•	1 ==	· >
		Arie L	evy	
State of ISMHEL ) ss.				
County of			W = - 0	
On December 8 2010 before	me, MZ	CHHEL	+-lener,	Notary
Public, personally appeared	Levy		, personally	y known
to me or proved to me on the basis of satisf	actory evidence	, to be the	person(s) whose	name(s)
sis/are subscribed to the within instrument and	d acknowledged	to me that	he/she/they exec	uted the
same in his/her/their authorized capacity(i	es), and that b	y his/her/t	heir signature(s)	on the
instrument the person(s), or the entity upon	behalf of whic	h the perso	on(s) acted, exec	uted the
instrument.				
		N	OTAR	
WITNESS my hand and official seal.		14/		
1/1/		MICHAN WICH	מיכאל ה. L H. ZEYLBR	
Signature of Notary Public		Phoe	Notary Soal Abov	/e
My Commission Expires:	•			

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Date: December 8,20101 By:
Ofek Levin
State of
County of )
On December 8 2010, before me, MICHAEL H. ZETTER, Notary
Public, personally appeared OFEK LEVIN , 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.
NOTARL
WITNESS my hand official seal.
שר און אותון and difficial scal.  (מיכאל ה זטל ה אטל
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Signature of Notary Papilic Nace Notary Seal Above
My Commission Traines

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## אימות חתימה

אני, החיים מיכאל חלל זטלר, נוטריון בשדי נשיאי ישראל 9, כרמיאל, ישראל,

מאשר בואת כי ביום | 08.12.2010 ניצבו בפני במשרדי

1. מר אריה לוי שזיחה את עצמו עייי תעודת זהות מסי 332782716 שניתנה עייי משרד הפנים ברמת גן ביום 17.05.2009;

2. מר אופק לוין שזיהה את עצמו ע"י תעודת זהות מסי 35802537 שניתנה ע"י המשרד הפנים בצפת ביום 31.03.1996;

וחתמו מרצונם החופשי על המסמך המצורף והמסומן באות "A";

ולראייה חנני מאמת את חתימתם של: מר אריה לוי ו- מר אופק לוין

בחתימת ידי ובחותמתי, היום, 80 לחודש דצמבר, 2010.

שכר טרחתי בסך -.214 שייח בתוספת מעיימ שולם.

# **AUTHENTICATION OF SIGNATURE**

I, the undersigned, MICHAEL HILLEL ZETLER, Notary at 9 Sderot Nesiei Israel, Karmiel, Israel, do hereby certify that on 08.12.2010 there appeared before me at my office

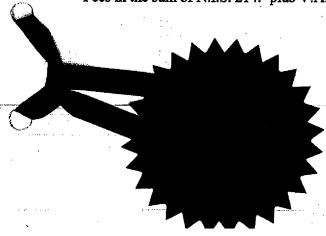
1. MR. ARIE LEVY who identified himself by means of his Identity Document No. 032782716 issued by the Interior Ministry at Ramat Gan on 17.05.2009

2. MR. OFEK LEVIN who identified herself by means of his Identity Document No. 035802537 issued by the Interior Ministry at Safed on 31.03.1996;

and signed of their own free will the attached document marked "A

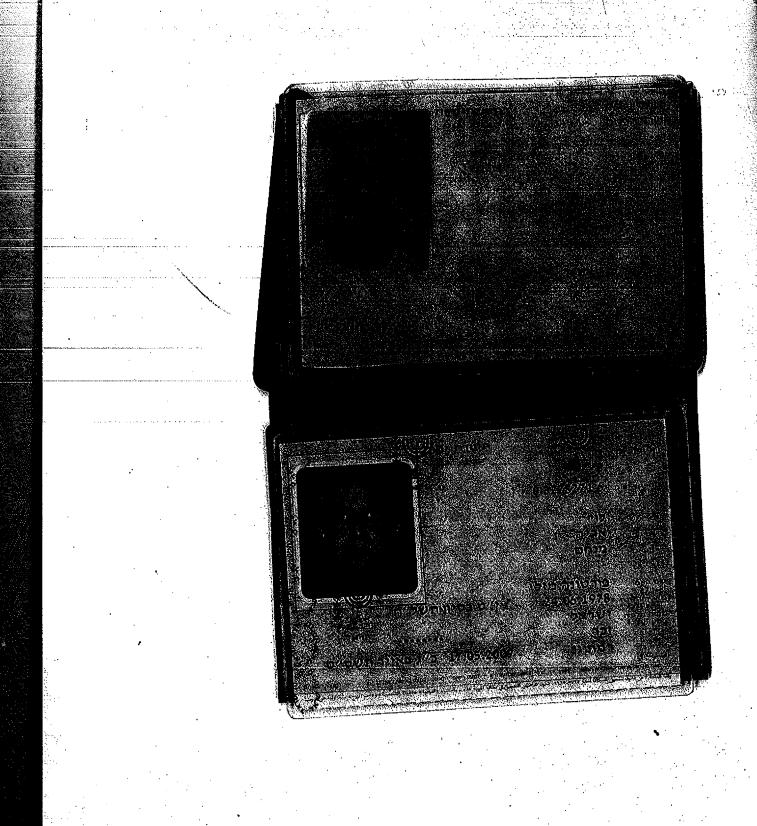
In witness whereof I hereby authenticate the signatures of MR. ARIE LEVY and MR. OFEK LEVIN by my own signature and seal, this 08<sup>th</sup> day of December, 2010.

Fees in the sum of N.I.S. 214.- plus V.A.T. paid.



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APOSTILLE אבט (Convention de la Haye du 5 Octobre 1961)

1.	STATE OF ISRAEL This public document	מדינת ישראל מסמך ציבורי זה
2.	Has been signed by Advocate MIUHALA ZERER	נחתם בידי אכא (מצלר
3,	acting in capacity of Notary.	המכהן בתור נוטריון.
 4.	bears the seal/stamp of the above Notary	נושא את החותם/החותמת של הנוטריון הנ"ל
	Certified	אושר
 5.	at the Magistrates' Court, Akko	בבית משפט חשלום עכו
6.	Date 11.12.10	11-12-10 000
 7.	by an official appointed by Minister of Justice under the	על ידי מי שמונה בידי שר המשפטים לפי חוק הנוטריונים,
8.	Notaries Law, 1976 Serial number	מסי שידורי פן 36071
9.	Seal/Stamp	החותם/החותמת
 10	Signature Signature	חתימה

15 -12- 2010

**PATENT** 

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