

RECORDATION FORM COVER SHEET  
PATENTS ONLY

Atty Ref/Docket No.: 3824.011US1

Patent and Trademark Office

---

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

---

1. Name of conveying party(ies):

United States Surgical Corporation

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement ☐ Change of Name☒ Other – Transfer of RightsExecution Date: September 3, 2003

2. Name and address of receiving party(ies):

Name: Juan Carlos Parodi, M.D.

Street Address: Montaneses 2325-8<sup>th</sup> FloorCity: Buenos Aires State: Zip: 1428Country: ArgentinaAdditional name(s) & address(es) attached? ☐ Yes  
☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 09/787,135, filed June 4, 2001

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Timothy A. Grathwol

Address:

Schwegman, Lundberg &amp; Woessner, P.A.

P.O. Box 2938

Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account  
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

---

**DO NOT USE THIS SPACE**

---

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy A. Grathwol/Reg. No. 66,685

/Timothy A. Grathwol/

June 11, 2013

Name of Person Signing

Signature

Date

---

Total number of pages including cover sheet: 3

---

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks****Mail Stop Assignment Recordation Services****P.O. Box 1450****Alexandria, VA 22313-1450**

CH \$40.00 190743 09787135

**PATENT****700506332****REEL: 030629 FRAME: 0656**



SEP. 3.2003 10:32AM

TTC-PA 650-326-2422

21 NO. 138255 P. 2.01/02

**tyco**

Healthcare

 **United States  
Surgical**United States Surgical  
150 Glover Avenue  
Norwalk, CT 06856Tele: 203 845 1000  
www.ussurg.comVIA FACSIMILE and FEDERAL EXPRESS

September 3, 2003

Juan Carlos Parodi, M.D.  
Montanese 2325-8th Floor  
1428 Buenos Aires  
Argentina

Dear Dr. Parodi:

Jim Heslin has conveyed to me your request for clarification of U.S. Surgical's position as to the rights, if any, that we may have to technology that was the subject of the 1997 Consulting Agreement with you.

At about the time we entered into the Consulting Agreement, you prepared and filed two Argentine patent applications, namely P19980101144 and P19980101145 filed March 13, 1998. U.S. Surgical personnel did not contribute to those applications and are not named as inventors on those applications. Our only rights under those patent applications were through the license granted to U.S. Surgical in Section 6(a) of the Consulting Agreement.

It is understandable how one reading the Consulting Agreement might be confused as to U. S. Surgical's rights, given the Survivorship provision, Section 18, which specifies that Section 6 (which includes the license to U.S. Surgical of the two applications which became the patent applications referred to above) survives termination. The Consulting Agreement was written with a three (3) year term to address the consulting nature of this agreement. The intention was that the license under Section 6 would survive the consulting term provided we continued to develop and introduce a product under the license. Section 6(c) specifically provides you with the right to terminate the license under 6(a) in the event U.S. Surgical "makes a final decision not to develop or to discontinue development of any invention as to which USSC obtains a license under Section 6(a)..." which you invoked in your November 26, 2001 letter to Alan Panzer.

Dr. Parodi, when I visited you in Buenos Aires you made it clear that you did not want your inventions to become tied up with a company that lost interest in them, as had happened to you before. U.S. Surgical agreed in principle at that time that we would not inhibit you from moving on with your

PATENT

REEL: 030629 FRAME: 0657

SEP. 3.2003 10:33AM TTC-PA 650-326-2422

22NO.138,55 P.3,02/02

Juan Carlos Parodi, M.D.  
September 3, 2003  
Page 2

inventions in the event we discontinued development, which is why Section 6(e) was added to the Agreement. My letter to you dated December 11, 2001 does not dispute your right to terminate the license to U.S. Surgical, and U.S. Surgical does not dispute that the Consulting Agreement has been terminated in its entirety, specifically including the license under section 6(a). That is why Paul Audet returned to you, care of Dr. Elbio Ferrario, the files for the two Argentine patent applications, together with all corresponding application files throughout the world. U.S. Surgical undertook the time, expense and effort to file those cases as part of our work with you under the Consulting Agreement, but no longer holds any rights in or to those applications or any patents issued from the returned applications. Thus, we consider the returned applications to be your sole property to do with as you may wish.

Very truly yours,



John C. Andres  
Vice President  
Strategic Planning and Business Development

JCA/khm

cc: James Heslin

TOTAL P.02

PATENT