

Mail Stop:  
Assignment Recordation Services  
Director of the U.S. Patent  
and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Attorney Docket No. 155149

Please record the attached original document or copy thereof.

1. A. Name of conveying parties:  
  
(1) Kester J. BATCHELOR  
(2) Nikhil M. MURDESHWAR  
(3) Tracey L. DOBBS  
(4) Jyue Boon LIM  
(5) Tsuyoshi HAYASHIDA  
(6) Riyad MOE  
  
B. Additional name(s) of conveying party(ies) attached?  
 Yes  No


2. A. Name and address of receiving party:  
  
GYRUS ACMI, INC., D.B.A.  
OLYMPUS SURGICAL  
TECHNOLOGIES AMERICA  
136 TURNPIKE ROAD,  
SOUTHBOROUGH, MA 01772  
  
B. Additional name(s) & address(es) attached?  
 Yes  No

3. A. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
  
B. Execution Date:  
(1, 2 and 4) March 8, 2013,  
(3) March 13, 2013,  
(5) March 15, 2013 and  
(6) March 13, 2013

4.  This document is being filed together with a new application.  
  
A. Patent Application No. 13/835,168 | B. Patent No.(s) \_\_\_\_\_  
  
Additional numbers attached?  Yes  No  
  
C. Title of Application: BIPOLAR COLPOTOMY DEVICE  
  
D.  This Assignment is submitted for a dual purpose: (1) recording in the assignment database; and (2) for use in the above-identified application as the oath or declaration pursuant to 37 CFR 1.63(c).

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: James A. Oliff  
  
Address: OLIFF & BERRIDGE, PLC  
P.O. Box 320850  
Alexandria, VA 22320-4850

6. Total number of applications and patents involved: 1  
  
7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of \$40.00.  
  
8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.

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.*  
  
  
  
Date: August 2, 2013  
  
James A. Oliff, Registration No. 27,075  
Mario A. Costantino, Registration No. 33,565  
  
Total number of pages including cover sheet, attachments, and document: 9

CH \$40.00 150461 13835168

PATENT

**ASSIGNMENT (BEING FILED FOR DUAL PURPOSE UNDER 37 CFR 1.63(e))**  
**For Application with Filing Date on or after September 16, 2012**

**WORLDWIDE ASSIGNMENT**

(1-8)	Insert Legal Name(s) of Inventor(s)	(1) <u>Kester J. BATCHELOR</u>	(2) <u>Nikhil M. MURDESHWAR</u>
		(3) <u>Tracy L. DOBBS</u>	(4) <u>Iyue Boon LIM</u>
		(5) <u>Tsuyoshi HAYASHIDA</u>	(6) <u>Riyad MOE</u>
		(7) _____	(8) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9)	Insert Name of Assignee	(9) <u>GYRUS ACMI, INC., D.B.A. OLYMPUS SURGICAL TECHNOLOGIES AMERICA</u>
(10)	Insert Address of Assignee	(10) <u>136 TURNPIKE ROAD, SOUTHBOROUGH, MA 01772</u>

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100 and for all other countries in the invention, and in all applications for patent or similar rights on the invention, including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), including any application(s) filed in any country based thereon, and including the right to file foreign applications under the provisions of any treaty or convention; and in all grants, such as Letters Patent, certificates, utility models, confirmations, extensions, renewals and reexamination certificates that may be granted in the United States and in all other countries on the invention, known as

(11)	Insert Identification such as Title, Case Number, or Foreign Application Number	(11) <u>BIPOLAR COLPOTOMY DEVICE</u>
------	---	--------------------------------------

(Attorney Docket No. 155149), filed on even date herewith or as

(12)	Alternative Identification for filed applications	(12) U.S. Application Number <u>13/835,168</u> filed <u>March 15, 2013</u>
------	---	---

1) Each undersigned agrees to execute all papers necessary in connection with any application and/or grant for the invention and also to execute separate assignments in connection with such applications and grants as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference or post-grant proceeding which may be declared concerning any application or grant for the invention and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or post-grant proceeding.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm a grant to the Assignee in the United States and any other country in which the Assignee may file an application for patent or other grant.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and other issuing authorities to issue any and all patents or other grants resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement(s) in conflict herewith, and agrees that this assignment is binding on Assignor and Assignor's heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of any issuing authority, including the United States Patent and Trademark Office, for recordation of this document.

**(13) Declaration**

As an above named inventor, I hereby declare that

I believe I am the original inventor or an original joint inventor of a claimed invention (or claimed design) in the above-identified application for which this declaration is being submitted.

The application was made or authorized to be made by me.

I have reviewed and understand the contents of the above-identified application, including the claims, and am aware of the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 CFR §1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 08 MAR 2013 Inventor Signature [Signature] (SEAL)

Date 08 MAR 2013 Inventor Signature [Signature] (SEAL)

Date 08 MAR 2013 Inventor Signature [Signature] (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date Mar 8, 2013 Witness [Signature]

Date 8 MAR 2013 Witness [Signature]

**ASSIGNMENT (BEING FILED FOR DUAL PURPOSE UNDER 37 CFR 1.63(e))  
For Application with Filing Date on or after September 16, 2012**

**WORLDWIDE ASSIGNMENT**

(1-5)	Insert Legal Name(s) of Inventor(s)	(1) <u>Kester J. BATCHELOR</u>	(2) <u>Nikhil M. MURDESHWAR</u>
		(3) <u>Tracey L. DOBBS</u>	(4) <u>Jyue Boon LIM</u>
		(5) <u>Tsuyoshi HAYASHIDA</u>	(6) <u>Riyad MOE</u>
		(7) _____	(8) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9)	Insert Name of Assignee	(9) <u>GYRUS ACMI, INC., D.B.A. OLYMPUS SURGICAL TECHNOLOGIES AMERICA</u>
(10)	Insert Address of Assignee	(10) <u>136 TURNPIKE ROAD, SOUTHBOROUGH, MA 01772</u>

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100 and for all other countries in the invention, and in all applications for patent or similar rights on the invention, including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), including any application(s) filed in any country based thereon, and including the right to file foreign applications under the provision of any treaty or convention; and in all grants, such as Letters Patent, certificates, utility models, confirmations, extensions, reissues and reexamination certificates that may be granted in the United States and in all other countries of the invention, known as

(11)	Insert Identification such as Title, Case Number, or Foreign Application Number	(11) <u>BIPOLAR COLPOTOMY DEVICE</u>
		(Attorney Docket No. <u>155149</u> ), filed on even date herewith of as

(12)	Alternative Identification for filed applications	(12) U.S. Application Number <u>13/835,168</u> filed <u>March 15, 2013</u>
------	---	---

1) Each undersigned agrees to execute all papers necessary in connection with any application and/or grant for the invention and also to execute separate assignments in connection with such applications and grants as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference or post-grant proceeding which may be declared concerning any application or grant for the invention and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or post-grant proceeding.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm a grant to the Assignee in the United States and any other country in which the Assignee may file an application for patent or other grant.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and other issuing authorities to issue any and all patents or other grants resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement(s) in conflict herewith, and agrees that this assignment is binding on Assignor and Assignor's heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of any issuing authority, including the United States Patent and Trademark Office, for recordation of this document.

**(13) Declaration**

As an above named inventor, I hereby declare that:

I believe I am the original inventor or an original joint inventor of a claimed invention (or claimed design) in the above-identified application for which this declaration is being submitted.

The application was made or authorized to be made by me.

I have reviewed and understand the contents of the above-identified application, including the claims, and am aware of the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 CFR §1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 in the or imprisonment of not more than five (5) years or both

In witness whereof, executed by me and signed on the date(s) opposite the undersigned names:

Date 13 MAR 13 Inventor Signature [Signature] (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A., (b) a U.S. Consul if outside the U.S.A. If neither then it should be signed before at least two witnesses who also sign here:

Date 3/13/13 Witness [Signature]

Date \_\_\_\_\_ Witness \_\_\_\_\_

**ASSIGNMENT (BEING FILED FOR DUAL PURPOSE UNDER 37 CFR 1.63(e))  
For Application with Filing Date on or after September 16, 2012**

**WORLDWIDE ASSIGNMENT**

Insert (1-8) Legal Name(s) of Inventor(s)	(1) <u>Kester J. BATCHELOR</u> (2) <u>Nikhil M. MURDESHWAR</u> (3) <u>Tracey L. DOBBS</u> (4) <u>Jyue Boon LIM</u> (5) <u>Tsuyoshi HAYASHIDA</u> (6) <u>Riyad MOE</u> (7) _____ (8) _____
---	--

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) Insert Name of Assignee (10) Insert Address of Assignee	(9) <u>GYRUS ACMI, INC., D.B.A. OLYMPUS SURGICAL TECHNOLOGIES AMERICA</u> (10) <u>136 TURNPIKE ROAD, SOUTHBOROUGH, MA 01772</u>
--	--

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100 and for all other countries in the invention, and in all applications for patent or similar rights on the invention, including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), including any application(s) filed in any country based thereon, and including the right to file foreign applications under the provisions of any treaty or convention; and in all grants, such as Letters Patent, certificates, utility models, confirmations, extensions, reissues and reexamination certificates that may be granted in the United States and in all other countries on the invention, known as:

(11) Insert Identification such as Title, Case Number, or Foreign Application Number	(11) <u>BIPOLAR COLPOTOMY DEVICE</u> (Attorney Docket No. <u>155149</u> ), filed on even date herewith or as
--	---

(12) Alternative Identification for filed applications	(12) U.S. Application Number <u>13/835,168</u> filed <u>March 15, 2013</u>
--	---

1) Each undersigned agrees to execute all papers necessary in connection with any application and/or grant for the invention and also to execute separate assignments in connection with such applications and grants as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference or post-grant proceeding which may be declared concerning any application or grant for the invention and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or post-grant proceeding.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm a grant to the Assignee in the United States and any other country in which the Assignee may file an application for patent or other grant.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and other issuing authorities to issue any and all patents or other grants resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement(s) in conflict herewith, and agrees that this assignment is binding on Assignor and Assignor's heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of any issuing authority, including the United States Patent and Trademark Office, for recording of this document.

**(13) Declaration**

As an above named inventor, I hereby declare that:

I believe I am the original inventor or an original joint inventor of a claimed invention (or claimed design) in the above-identified application for which this declaration is being submitted.

The application was made or authorized to be made by me.

I have reviewed and understand the contents of the above-identified application, including the claims, and am aware of the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 CFR §1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date Mar - 13 - 2013 Inventor Signature Marcy Dobbs (SEAL)  
Tracey Dobbs

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date 13 March 2013 Witness Quinn Jackson

Date 13 March 2013 Witness [Signature]

**ASSIGNMENT (BEING FILED FOR DUAL PURPOSE UNDER 37 CFR 1.63(c))**  
**For Application with Filing-Date on or after September 16, 2012**

**WORLDWIDE ASSIGNMENT**

Insert	(1) <u>Kester J. BATCHELOR</u>	(2) <u>Nirali M. MURDESHWAR</u>
(1-8) Legal Name(s)	(3) <u>Tracey L. DOBBS</u>	(4) <u>Jyue Boon LIM</u>
of Inventor(s)	(5) <u>Tsuyoshi HAYASHIDA</u>	(6) <u>Riyad MOJE</u>
	(7) _____	(8) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) Insert Name of Assignee	(9) <u>GYRUS ACMI, INC., D.B.A. OLYMPUS SURGICAL TECHNOLOGIES AMERICA</u>
(10) Insert Address of Assignee	(10) <u>136 TURNPIKE ROAD, SOUTHBOROUGH, MA 01772</u>

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assignor and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100 and for all other countries in the invention, and in all applications for patent or similar rights on the invention, including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), including any application(s) filed in any country based thereon, and including the right to file foreign applications under the provisions of any treaty or convention; and in all grants, such as Letters Patent, certificates, utility models, confirmations, extensions, reissues and reexamination certificates that may be granted in the United States and in all other countries on the invention, known as

(11) Insert Identification such as Title, Case Number, or Foreign Application Number	(11) <u>BIPOLAR COLPOTOMY DEVICE</u>
	(Attorney Docket No. <u>155149</u> ), filed on even date herewith or as

(12) Alternative Identification for filed applications	(12) U.S. Application Number <u>13/835,168</u> filed <u>March 15, 2013</u>
--	---

1) Each undersigned agrees to execute all papers necessary in connection with any application and/or grant for the invention and also to execute separate assignments in connection with such applications and grants as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference or post-grant proceeding which may be declared concerning any application or grant for the invention and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or post-grant proceeding.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm a grant to the Assignee in the United States and any other country in which the Assignee may file an application for patent or other grant.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and other issuing authorities to issue any and all patents or other grants resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement(s) in conflict herewith, and agrees that this assignment is binding on Assignor and Assignor's heirs, successors, assignor and legal representatives.

6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of any issuing authority, including the United States Patent and Trademark Office, for recitation of this document.

(13) Declaration

As an above named inventor, I hereby declare that:

I believe I am the original inventor or an original joint inventor of a claimed invention (or claimed design) in the above-identified application for which this declaration is being submitted.

The application was made or authorized to be made by me.

I have reviewed and understand the contents of the above-identified application, including the claims, and am aware of the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 CFR §1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.



In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 3/15/2013 Inventor Signature [Signature] (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Inventor Signature \_\_\_\_\_ (SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date \_\_\_\_\_ Witness \_\_\_\_\_

Date \_\_\_\_\_ Witness \_\_\_\_\_