# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MICHAEL P. WHITMAN	07/29/2003
JOHN E. BURBANK	08/01/2003

### **RECEIVING PARTY DATA**

Name:	POWER MEDICAL INTERVENTIONS, INC.	
Street Address:	15 HAMPSHIRE STREET	
City:	NEW HOPE	
State/Country:	PENNSYLVANIA	
Postal Code:	18938	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13970870

## **CORRESPONDENCE DATA**

**Fax Number:** (203)821-2183

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: Patents.Surgical@Covidien.com

Correspondent Name: COVIDIEN LP

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ATTORNEY DOCKET NUMBER:	H-PM-00019CONDIV2
NAME OF SUBMITTER:	JOSEPH BENDER-ZANONI
SIGNATURE:	/Joseph BENDER-ZANONI, Reg. #51454/
DATE SIGNED:	06/10/2014

### **Total Attachments: 4**

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> PATENT REEL: 033066 FRAME: 0746

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#### ASSIGNMENT

WHEREAS, we,

Michael P. WHITMAN 16 Pheasant Run New Hope, PA 18938

and

John E. BURBANK 106 Haviland Road Ridgefield, CT 06877

have made inventions and discoveries in SURGICAL DEVICE for which a United States Patent Application was filed on June 11, 2003 as Serial No. 10/460,291;

WHERBAS, Power Medical Interventions, Inc., having a place of business at 110 Union Square Drive, New Hope, PA 18938, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

- 1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said United States Patent Application, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said inventions and discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.
- 2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.
- Authorize and request the Commissioner of Patents and Trademarks of the
   United States of America and the empowered officials of all other governments to issue or

PATENT REEL: 033066 FRAME: 0747 transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

- 4. Warrant that we have not conveyed to others any right, title, or interest in said inventions and discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.
- 5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said applications, and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof, to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 29 day of \_\_\_\_\_\_\_, 2003.

Michael P. WHITMAN

	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this	$\int_{-\infty}^{-\infty} day$
of_	August, 2003.	

John E. Burbank
John E. BURBANK

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PATENT REEL: 033066 FRAME: 0750