

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RICHARD L. LEIMBACH	06/30/2015
MICHAEL E. SETSER	06/30/2015
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<b>Name:</b>	ETHICON ENDO-SURGERY, INC.
<b>Street Address:</b>	4545 CREEK ROAD
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<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45242
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14746305
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<b>ATTORNEY DOCKET NUMBER:</b>	END7035USCNT1/110408CON1
<b>NAME OF SUBMITTER:</b>	BRIAN T. GEISLER
<b>SIGNATURE:</b>	/Brian T. Geisler/
<b>DATE SIGNED:</b>	09/11/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 4</b>	
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**COMBINED DECLARATION AND ASSIGNMENT**

TITLE of Invention: **SURGICAL STAPLING DEVICE WITH LOCKOUT SYSTEM FOR PREVENTING ACTUATION IN THE ABSENCE OF AN INSTALLED STAPLE CARTRIDGE**

As the below named inventor, I hereby declare that:

This declaration is directed to:  The attached application, or  
 The United States application or PCT international application number 14/746,305 filed on June 22, 2015.

The above-identified application ("Application") was made or authorized by me.

I believe that I am the original inventor or an original inventor of a claimed invention or discovery in the Application.

I have reviewed and understood the contents of the Application, including the claims, and I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, the United States Code of Federal Regulations, §1.56 for filings of this Application in the United States of America.

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 for filings of this Application in the United States of America.

For good and valuable consideration, the sufficiency of which is acknowledged, I hereby sell, assign, transfer and set over to and/or have sold, assigned, transferred and set over to:

Ethicon Endo-Surgery, Inc.  
4545 Creek Road  
Cincinnati, Ohio 45242

A corporation of the state or country of Ohio

(hereinafter designated as the "Assignee"), my entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions or discoveries therein disclosed, and any and all Letters Patent of the United States, European Patent Office and of all other countries, including Canada, which may be granted for such inventions or discoveries, or any of them, all such inventions or discoveries and all rights in such Application including any and all substitutions, divisions, and continuations thereof, and to all Letters Patent that may be granted for said inventions and discoveries, and in and to all extensions, supplementary protection certificates, reexaminations, renewals, and reissues thereof, to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

I agree to execute all papers necessary in connection with the Application in the United States, Patent Cooperation Treaty, European Patent Office and any other foreign countries and any continuing, divisional, or reissue applications thereof, any reexamination of any of such applications, and any patent term extensions or supplementary protection certificates of any such applications and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

I agree to execute all papers necessary in connection with any litigation or any other administrative or judicial proceeding in the United States, Patent Cooperation Treaty, European Patent Office and any other foreign countries concerning the Application(s) or any continuation, divisional, or reissue applications thereof, or any reexamination of any such applications, or any Letters Patent issued therefrom and any patent term extensions or supplementary protection certificates of any such applications and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such litigation or proceeding.





I agree 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.

I agree to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States, European Patent Office and in all other countries where Assignee may desire to have such inventions or discoveries, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

I hereby (i) authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from the Application or any divisional, continuation, or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, and (ii) as Assignee of the entire interest, and hereby covenant that I have full right to convey the interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

I hereby grant the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to obtain legal recordation of this document.

Michael E. Setser  
LEGAL NAME OF INVENTOR

Michael E. Setser  
Signature

06/30/2015  
Date

ACKNOWLEDGMENT

STATE OF OHIO }  
COUNTY OF HAMILTON } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal  
this 30th day of June, 2015.



KARA N. TULANKO  
Notary Public, State of Ohio  
My Commission Expires  
May 31, 2019

Kara N. Tulanko  
Notary Public

Kara N. Tulanko  
Printed Name

My commission expires: May 31, 2019