## 503553738 11/04/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3600365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

### **CONVEYING PARTY DATA**

Name	Execution Date
FRANCISCO SERGIO REGADAS	02/13/2009

### **RECEIVING PARTY DATA**

Name:	UNIQUE SURGICAL INNOVATIONS, LLC	
Street Address:	9401 EDEN MANOR	
City:	PARKLAND	
State/Country:	FLORIDA	
Postal Code:	33076	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14561461

#### **CORRESPONDENCE DATA**

**Fax Number:** (303)581-6632

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.

**Phone:** 303-530-2300

Email: SURGICALUS@COVIDIEN.COM

Correspondent Name: COVIDIEN LP

Address Line 1: 5920 LONGBOW DRIVE

Address Line 2: ATTN: IP LEGAL

Address Line 4: BOULDER, COLORADO 80301

ATTORNEY DOCKET NUMBER:	H-US-01935RE(203-6626RE)	
NAME OF SUBMITTER:	THOMAS A. BEATON	
SIGNATURE:	/Thomas A. BEATON/ Reg. #46543	
DATE SIGNED:	11/04/2015	

## **Total Attachments: 3**

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PATENT 503553738 REEL: 036954 FRAME: 0640

## ASSIGNMENT OF ALL RIGHTS, TITLE, AND INTERESTS IN INVENTION

THIS ASSIGNMENT OF ALL RIGHTS, TITLE, AND INTEREST IN INVENTION ("Agreement") is between FRANCISCO SERGIO PINHEIRO REGADAS, a Brazilian citizen residing at Rua Atilano de Moura 430, Apt. No. 200 60810-180 Fortaleza — Ceara, Brazil ("Assignor") and UNIQUE SURGICAL INNOVATIONS, LLC a Florida limited liability company having its principal offices at 9401 Eden Manor, Parkland, Florida 33076 ("Assignee"). Assignor and Assignee sometimes are collectively referred to as "the Parties." This Agreement is made as of the last date of execution by either of the Parties.

WHEREAS, Assignor is the owner of United States Non-Provisional Patent Application Serial No. 12/363,086 titled "Polyp Removal Device and Method of Use" filed on January 30, 2009 ("Invention"); and

WHEREAS, Assignor and Steven D. Wexner, M.D. entered into an Operating Agreement on February 2, 2007 in which Assignor agreed that he will promptly assign the Invention to the Assignee; and

WHEREAS, Assignor hereby agrees to act in accordance with the provisions of this Agreement as these provisions pertain to Assignor's duties, obligations, and responsibilities under the Operating Agreement.

WHEREAS, Assignee wishes to acquire the entire right, title, and interest in the Invention.

NOW, THEREFORE, the Parties agree as follows:

- 1. <u>Assignment.</u> Assignor does hereby irrevocably assign to Assignee all rights, title, and interests (including but not limited to, all registration rights with respect to the Invention, all rights to practice, use, manufacture, distribute, sell or otherwise exploit the Invention, and all other rights), in and to the Invention.
- Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor in accordance with the terms outlined in the Operating Agreement entered into between the parties on February 2, 2007, the receipt of which is hereby acknowledged.
- Representations and Warranties. Assignor represents and warrants to Assignee:
  - a. Assignor has the right, power and authority to enter into this Agreement;
  - b. Assignor is the exclusive owner of all rights, title, and interests, including all intellectual property rights, in the Invention;
  - c. The Invention is free of any liens, security interests, encumbrances and licenses;

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- The Invention does not infringe the rights of any third-party invention, idea, concept, and/or process;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Invention;
- f. This Agreement is valid, binding, and enforceable in accordance with its terms; and
- g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- Fees and Expenses. Assignce shall be responsible for payment of any expenses, including attorneys' fees, incurred in connection with the negotiation of this Agreement.
- 5. <u>Amendment.</u> No amendment or modification of this Agreement shall be valid or binding upon any party unless made in writing and signed by each party or their duly authorized executors, assigns, successors or representatives. The waiver by any party of the breach of any provision of this Agreement by another party shall not be construed as a waiver of any subsequent breach.
- 6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.
- 7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Jurisdiction and Venue shall be in the State of Florida.
- 8. <u>Entire Agreement.</u> This Agreement and the Operating Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

Signed on this 13 day of	DZ	, 2009
FRANCISCO SERGIO PINHEI	RO REGADA	S ("Assignor")
- Martins	<u> </u>	

State of Florida.  County of Box 2000.  Before me personally appeared said Francisco Sergio Pinterio Regardes, and acknowledged the foregoing instrument to be his free act and deed this 13 day of 9009.
Seal (Notary Public)  **PORDALIZA HERNANDEZ Notary Public, State of Florida Commissions DD499884  Lity comm. expires Dec. 15, 2008  **Lity
Signed on this / b day of February, 2009.
UNIQUE SURGICAL ANOVATIONS, LLC ("Assignee")
BySteven D. Wexner, M.D.
Its Manager
State of
Seal (Notary Public)  DEAN PICHAPUSON MY COMMISSION # DD 427799 EXPIRES: August 21, 2008 Bonded Thru Molary Public Underwriters

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