

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6493019

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM BURBANK	01/08/2021
RECEIVING PARTY DATA	
Name:	INTUITIVE SURGICAL OPERATIONS, INC.
Street Address:	1020 KIFER ROAD
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94086
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17147435
CORRESPONDENCE DATA	
Fax Number:	(203)286-5137
<i>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.</i>	
Phone:	2032865140
Email:	jenn.welborn@farberllc.com
Correspondent Name:	FARBER LLC INTUITIVE MATTERS
Address Line 1:	4 CORPORATE DRIVE
Address Line 2:	SUITE 287
Address Line 4:	SHELTON, CONNECTICUT 06484
ATTORNEY DOCKET NUMBER:	IS 037 US
NAME OF SUBMITTER:	MARK FARBER
SIGNATURE:	/Mark Farber/
DATE SIGNED:	01/12/2021
Total Attachments: 4	
source=P02241-US2_Dec_Assign_IS-037-US#page1.tif	
source=P02241-US2_Dec_Assign_IS-037-US#page2.tif	
source=P02241-US2_Dec_Assign_IS-037-US#page3.tif	
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**COMBINED DECLARATION AND ASSIGNMENT
FOR UTILITY PATENT AND DESIGN PATENT APPLICATIONS**

DECLARATION

In accordance with 35 U.S.C. § 115(b), as a below named inventor, I hereby declare that I believe I am the original inventor or an original joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

STAPLE CARTRIDGE AND DRIVE MEMBER FOR A SURGICAL INSTRUMENT

the application of which is attached hereto and identified as Attorney Docket No.: IS 037, or if the following is checked—

was filed on as United States Application Number 17/147,435 on 01/12/2021

I authorize and request an attorney appointed in the above-identified application to hereafter insert above the filing date and application number of the above-identified application when known.

The above-identified application was made or authorized to be made by me.

I have reviewed and understand the contents of the above-identified application including the claim.

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 5 years, or both. I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. This declaration is executed on the date shown in the EXECUTION section below.

ASSIGNMENT

I, the undersigned inventor(s) (ASSIGNOR(S)), hereby assigns, and agrees to assign, to the maximum extent permitted by applicable law, to:

<p>Intuitive Surgical Operations, Inc. 1020 Kifer Road Sunnyvale CA 94086</p>

and its successors and assigns (collectively “the ASSIGNEE”), the entire right, title, and interest world-wide in the invention(s) and improvements described in the above-identified application and prior U.S. Provisional Patent Application No. 62/961,504 of the same title filed on January 15, 2020 from which the above-identified application claims priority and benefit.

This assignment includes (a) the entire right, title and interest in the above-identified application and the U.S. Provisional Patent Application, and all legal equivalents thereof in any country, any and all subsequent applications based thereon, in the United States of America, in all foreign countries and regions, and under all international agreements to which the United States of America adheres (e.g., Patent Cooperation Treaty, Hague System for the International

Registration of Industrial Designs, the European Patent Convention), utility models, and design registrations granted for any of said inventions and improvements, including, but not limited to, any and all regular, continuation, continuation-in-part, divisional, substitute, and reissue applications; (b) all resulting patents and certificates based thereon, including without limitation patents and certificates resulting from routine examination, reexamination, supplemental examination, inter partes review, ex parte review, post grant review, utility model application, or other procedures, for the full term or terms for which these patents and certificates are granted, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, the Patent Cooperation Treaty, the European Patent Convention, and any other international agreements to which the United States of America adheres; and (c) the right to seek relief and recover all damages, including but not limited to, a reasonable royalty, by reason of infringement or any other violation of patent or patent application rights or rights in all legal equivalents.

In addition, the ASSIGNOR (1) confirms all prior sales, assignments, and transfer to the Assignee of the ASSIGNOR's entire right, title and interest throughout the world in said inventions and improvements that occurred by operation of an employment agreement existing at the time said inventions and improvements were made; and (2) to the extent the ASSIGNOR has any remaining right, title and interest, the ASSIGNOR hereby assigns, agrees to assign or otherwise transfer, to the ASSIGNEE, any right, title, and interest world-wide ASSIGNOR may have remaining in said inventions and improvements anywhere in the world consistent with this agreement.

The foregoing assignments and transfer have been made for good and valuable consideration including in accordance with the aforementioned employment agreement, the adequacy and receipt of which are hereby acknowledged by the undersigned ASSIGNOR.

The ASSIGNOR hereby represents and covenants that no assignment, sale, agreement, transfer or encumbrance has been or will be made or entered into that would conflict with the assignment of said inventions and improvements to the ASSIGNEE under this agreement.

The ASSIGNOR agrees to assist the ASSIGNEE in handling various procedures, tasks and documentation pursuant to this agreement in connection with obtaining, maintaining, issuing or enforcing said applications, patents and legal equivalents, including, but not limited to, (1) promptly execute, verify, and deliver all pertinent facts and documents relating to said inventions and improvements, and said applications, patents, said legal equivalents or related procedures upon the request of the ASSIGNEE; (2) execute separate assignments or other legal instruments in connection with said applications, patents, and legal equivalents as the ASSIGNEE may deem necessary or expedient; (3) execute, verify, and deliver all documents necessary in connection with any legal proceeding including, but not limited to any interference, litigation, or proceedings relating thereto, concerning said applications, patents and legal equivalents; and (4) cooperate with the ASSIGNEE in every way possible in obtaining and producing evidence and proceeding with said legal proceeding, including, but not limited to, testifying at said legal proceeding.

This agreement supplements any preceding agreement concerning the same subject matter.

EXECUTION

Being competent to execute the above declaration and assignment, I, the undersigned, hereby have duly executed the declaration and assignment on the date shown:

Signature: / <i>William Burbank</i> /	Date: 1/8/2021
Legal name: William Burbank	

Signature: / /	Date:
Legal name:	

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Legal name:		

Signature: *William Burbank*

Email: bill.burbank@intusurg.com