

10-08-1998



TRADEMARK

1998 OCT -1 PM 3: 26

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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document attached. from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

10/07/1998 TTOM11 00000142 1915819

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Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,915,819"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Jerrie L. Chiu
Name of Person Signing

Jerrie L. Chiu
Signature

Sept. 28, 1998
Date Signed

GENERAL ASSIGNMENT OF PATENTS AND OTHER TECHNOLOGY FROM
VESICA MEDICAL, INC. to BOSTON SCIENTIFIC TECHNOLOGY, INC.

WHEREAS, Vesica Medical, Inc. a California corporation, having a principal place of business at 1062-F Calle Negocio, San Clemente, California 92673 (hereinafter "Assignor"), owns "Patent Rights" relating to medical or surgical devices, equipment or supplies or their manufacture, distribution or use, or to medical and surgical procedures or otherwise arising from the past research and development efforts of Assignor prior to July 1, 1995;

WHEREAS, "Patent Rights" as used herein means United States and foreign patents, utility models and designs, and applications therefor currently pending or hereafter filed, and any divisional, continuation, or continuation-in-part applications to the extent based on currently existing inventions, any patents or registrations resulting from any of the foregoing, and patents of addition, reissues and extensions of any of the patents or registrations identified above

WHEREAS many of Assignor's Patent Rights are identified in Appendix A hereto;

WHEREAS, Assignor owns "Other Technology" which means and includes any and all copyrights, inventions, secret and confidential information know how, data, specifications, process technology, designs, computer programs (and source codes thereof) enhancements, updates, translations, adaptations, and other intangible property (whether or not patentable or copyrightable)

and whether or not in documentary form, relating to medical or surgical devices, equipment or supplies or their manufacture, distribution or use, or to medical and surgical procedures or otherwise arising from the past research and development efforts of Assignor prior to July 1, 1995;

WHEREAS, Boston Scientific Technology, Inc., a Minnesota corporation having a principal place of business at One SciMed Place, Maple Grove, Minnesota, 55311-1566, U.S.A. (hereinafter "Assignee"), desires to acquire and Assignor desires to assign the Patent Rights and all Other Technology of Assignor in a transaction intended by Assignor and Assignee to be treated as a tax free exchange under I.R.C. § 351;

NOW, THEREFORE, for and in consideration of (a) the transfer to Assignor of one or more shares of common stock of Assignee, and (b) the covenants by Assignee set forth below, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto said Assignee, its successors and assigns, as of July 1, 1995, the entire right, title and interest worldwide of Assignor in and to the Patent Rights and all Other Technology, worldwide, including all rights to sue and to recover thereon, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

To the extent that such can be freely assigned, this Assignment includes the benefit of any and all licenses,

obligations or undertakings of any third party to Assignor in respect of the Patent Rights or Other Technology or the patent rights and technology of others and Assignee covenants to fulfill any and all responsibilities of Assignor appurtenant to any such license, obligation or undertaking of Assignor.

Assignor covenants to execute further documents and perform further acts requested by Assignee to carry out the terms and intent of this instrument.

It is agreed between Assignor and Assignee that, since Assignor directly or indirectly owns all of the common stock of Assignee, Assignor may waive the issuance of the aforesaid share(s) of stock in its sole discretion.

Executed as of the 1st day of July, 1995.

VESICA MEDICAL, INC.

By: 

Name: Lawrence C. Best

Title: Vice President, Treasurer
and Chief Financial Officer

BOSTON SCIENTIFIC TECHNOLOGY, INC., a Minnesota corporation, hereby accepts the above General Assignment and covenants to perform all of Assignee's obligations set forth therein.

By: 

Name: Michael Berman

Title: Chief Executive Officer

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