

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Vihar C. Surti		07/18/2006
RECEIVING PARTY DATA		
Name:	Wilson-Cook Medical Inc.	
Street Address:	4900 Bethania Station Road	
City:	Winston-Salem	
State/Country:	NORTH CAROLINA	
Postal Code:	27105	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11448494	
CORRESPONDENCE DATA		
Fax Number:	(312)321-4299	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Address Line 4:	chicago, ILLINOIS 60610	
ATTORNEY DOCKET NUMBER:	10000-679	
NAME OF SUBMITTER:	Heidi A. Dare	
Total Attachments: 3 source=10000-679 Assignment#page1.tif source=10000-679 Assignment#page2.tif source=10000-679 Assignment#page3.tif		

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PATENT  
REEL: 018073 FRAME: 0234

### ASSIGNMENT AND AGREEMENT

For value received, I, Vihar C. Surti, residing at 632 Timberline Ridge Lane, Winston-Salem, North Carolina 27106, U.S.A., hereby sell, assign, and transfer to **Wilson-Cook Medical Inc.**, a corporation of the State of North Carolina, having an office at 4900 Bethania Station Road, Winston-Salem, NC, 27105, U.S.A., and its successors, assigns and legal representatives, hereinafter collectively "Cook," the entire right, title and interest, for the United States of America, in and to certain inventions related to "Medical Stapler" described in U.S. Provisional Application Serial No. 60/689,589, filed on June 10, 2005 and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 11/448,494 filed on June 7, 2006, and all the rights and privileges in said applications and under any and all Letters Patent or any continuation, division, renewal, or substitute thereof, and any reissue or re-examination thereof that may be granted in the United States for said inventions, together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents. We also concurrently hereby sell, assign and transfer to Cook the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the applications aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

I authorize Cook to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in

Attorney Docket No. 10000-679  
Client Reference No. PA-5780-RFB

proof of the right of Cook to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

I request that any and all patents for said inventions be issued to Cook in the United States and in all countries foreign to the United States, or to such nominees as Cook may designate.

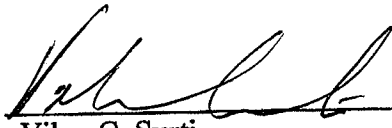
I agree that, when requested, I shall, without charge to Cook but at their expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

July 18<sup>th</sup> / 2006

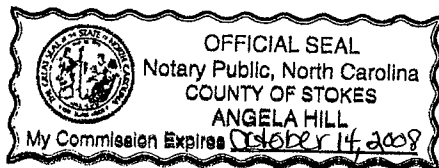
  
Vihar C. Surti

STATE OF North Carolina  
COUNTY OF Forsyth ) ss.

I, Angela Hill, A Notary Public in and for the County and State aforesaid, do hereby certify that Vihar C. Surti, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 18th day of July, 2006.

(SEAL)



My Commission Expires: October 14, 2008

Angela Hill  
Notary Public