

Client/Matter No. 12730/200

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying Party(ies)/Execution Date:

MICHAEL H. WHOLEY
MARK H. WHOLEY
BOULOS TOURSARKISSIAN

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No**2. Name and Address of receiving Party(ies):**

Name: COOK, INCORPORATED

Street Address: 750 Daniels Way

City: Bloomington

State: Indiana

Country: USA Zip: 47404

Additional name(s) and addresses attached? ☐ Yes ☐ No**3. Nature of Conveyance:**

Execution Date(s): April 1, 2006 and April 14, 2006 and

☒ Assignment☐ Change of Name☐ Executive Order 9424, Confirmatory License☐ Security Agreement☐ Merger☐ Joint Research Agreement☐ Government Interest Assignment ☐ Other**4. Application or patent number(s).**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

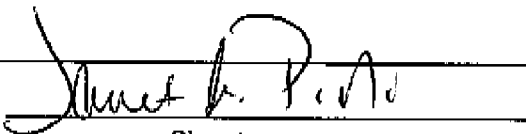
6,773,454

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312) 321-4200
(312) 321-4299 Fax

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**☐ Authorized to be charged by credit card.☒ Authorized to be charged to Deposit Account No. 23-1925.☐ Enclosed☐ None required (government interest not affecting title)**8. Payment Information:**a. ☐ Credit Card: Last 4 Numbers
Expiration Dateb. ☒ Charge fee and/or any Deficiencies to Deposit
Account Number: 23-1925

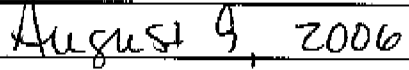
Authorized User Name: Brinks Hofer Gilson & Lione

9. Signature:


Signature

Janet A. Pioli

Name of Person Signing



Date

Total number of pages including cover sheet, attachments, and documents: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT**REEL: 018087 FRAME: 0116****700280770**

CH \$40.00 231925 6773454

ASSIGNMENT AGREEMENT

THIS AGREEMENT ("*Agreement*"), made this 24th day of February, 2006 ("*Effective Date*"), is entered into by and between Cook Incorporated, having a place of business at 750 Daniels Way, Bloomington, Indiana, 47404, and its affiliates ("*Cook*"); and Dr. H. Michael Wholey, an individual residing at 19407 Straus, San Antonio, Texas, 78256, and Dr. Mark H. Wholey, an individual residing at 816 Woodland Ave., Oakmont, Pennsylvania 15139, and Dr. Boulos Torusarkissian, an individual residing at 5760 Verbena St., San Antonio, Texas 78240 (collectively "*Assignors*"). Assignors are the joint inventors of Technology (as defined below) that each one desires to sell and assign to Cook in exchange for the consideration set forth in paragraph 1 of this Agreement. The parties agree as follows:

1. Cook agrees to pay to Dr. Michael Wholey a one-time, lump-sum payment of Fifty Thousand Dollars (\$50,000) in full and complete satisfaction of each one of the Assignors' sale and assignment of the Technology to Cook hereunder.
2. For value received, the Assignors collectively and individually agree to and do hereby irrevocably sell and assign to Cook, and its successors and assigns, all of the Assignor(s)' collective and individual right, title and interest in and to the Technology. "*Technology*" means US Patent No. 6,773,454 (issued August 10, 2004 and entitled "*Tapered Endovascular Stent Graft and Method of Treating Abdominal Aortic Aneurysms and Distal Iliac Aneurysms*") and all inventions of the Assignors (sole and joint) disclosed therein, and all priority patents and applications thereof and all patents and patent applications claiming priority therefrom, and all foreign counterparts of any of the foregoing, including the right but not the obligation to sue for past infringement under any of the foregoing.
3. The Assignors individually and collectively represent and warrant to Cook that the Assignors: (i) collectively are the only inventors and exclusive owners of the Technology, free and clear of all liens and encumbrances and rights of third parties, (ii) each has full power and authority to sell and assign the Technology and his individual and collective rights therein to Cook as set forth herein, free of any restriction, (iii) each has not received any notice from any person or entity claiming to have any right, title or interest in the Technology; and (iv) each do not own any right, title or other interest in any other patent, patent application or other similar intellectual property right related to the Technology.
4. From and after the Effective Date, each one of the Assignors will execute in timely manner any and all documents, powers and instruments as Cook may reasonably request to: (i) record the sale and assignment made to Cook hereunder, (ii) permit Cook to seek, maintain or prosecute any patent relating to the Technology and to prosecute infringements thereof, (iii) permit Cook to obtain necessary or desirable regulatory approvals for products that embody the Technology, and (iv) otherwise permit Cook to deal with the Technology as the sole and complete owner thereof.
5. Cook will have the exclusive right and discretion to enforce any patent obtained for the Technology against any infringements and to defend any product that embodies the Technology against any third-party action or claim alleging infringement of a the third party's proprietary

rights. Each one of the Assignors will provide reasonable assistance to Cook in such enforcement and defense, at Cook's cost.

6. The parties agree that the consideration paid to Dr. Michael Wholey under this Agreement is for the sale and assignment of the intellectual property rights hereunder and is not paid in return for, or to induce, any one of the Assignors to purchase, lease, or order, or to arrange for the furnishing to any third party, of any product or service of Cook. With respect to this Agreement, each one of the Assignors agrees he will fully comply with all applicable rules, policies and other requirements of his employer and other affiliated medical institutions regarding disclosure of commercial and non-commercial relationships, and other relevant interests, with outside organizations.

7. From and after the Effective Date, each one of the Assignors agrees that he will not disclose to any third party, in whole or in part, any business, financial or other confidential or proprietary information of Cook related to the Technology. This Agreement is to be construed in accordance with the laws of the Indiana, without regard to its conflict of laws rules. Each of the parties, including each one of the Assignors, has caused this Agreement to be executed below by the party's duly authorized representative.

DR. MICHAEL WHOLEY

By: *Michael Wholey*
Printed Name: Michael Wholey
Title: Physician
Date: 4-1-06

DR. MARK H. WHOLEY

By: *Mark H. Wholey*
Printed Name: Mark H. Wholey
Title: Physician
Date: 4-1-06

COOK INCORPORATED

By: *David Biggs*
Printed Name: David Biggs
Title: Director - Global Products + Market Dev.
Date: 4-26-06

DR. BOULOS TOURSARKISSIAN

By: *Boulos Toursarkissian*
Printed Name: Boulos Toursarkissian
Title: Physician
Date: 4-1-06