

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Brian C. Case	08/31/2006
Jacob A. Flagle	09/23/2006
Michael L. Garrison	08/30/2006
RECEIVING PARTY DATA	
Name:	Cook Incorporated
Street Address:	750 N. Daniels Way
City:	Bloomington
State/Country:	INDIANA
Postal Code:	47404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11487629
CORRESPONDENCE DATA	
Fax Number:	(317)634-6701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-636-0886
Email:	cwright@brinkshofer.com
Correspondent Name:	Nicholas M. Boivin
Address Line 1:	One Indiana Square, Suite 1600
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	8627/1263 (PA-5380-RF3)
NAME OF SUBMITTER:	Nicholas M. Boivin
<p>Total Attachments: 6</p> <p>source=8627-1263 Assignment#page1.tif</p> <p>source=8627-1263 Assignment#page2.tif</p>	

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PATENT
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ASSIGNMENT AND AGREEMENT

For value received, We, **Brian C. Case**, residing at 424 Cyprus Circle, Lake Villa, Illinois 60046, U.S.A., **Jacob A. Flagle**, residing at 4170 Bazil Avenue, Indianapolis, Indiana 46239, U.S.A., and **Michael L. Garrison**, residing at 5217 Kingsley Drive, Indianapolis, Indiana 46220, U.S.A., hereby sell, assign, and transfer to **Cook Incorporated**, a corporation of the State of Indiana, having an office at 750 N. Daniels Way, Bloomington, IN, 47404, 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 "**INTRALUMENALLY IMPLANTABLE FRAMES**" described in U.S. Provisional Application Serial No. 60/700,852, filed on July 19, 2005, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 11/487,629 filed on July 17, 2006, and all rights 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 application 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.

We 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.

We 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 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.

We 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.

We agree that, when requested, we 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 Assignor has executed this agreement.

DATED:

August 31, 2006

Brian C. Case
WITNESSED BY Jim Carzan
8-31-06

DATED:

Jacob A. Flagle

AUGUST 31,
2006

DATED:

Michael L. Garrison

STATE OF ILLINOIS)

) SS:

COUNTY OF _____)

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that BRIAN C. CASE, 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 _____ day of _____, 2006.

Notary Public

(SEAL)

My. Commission Expires: _____

We agree that, when requested, we 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.

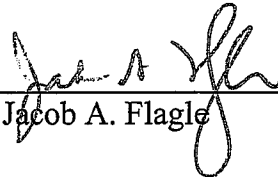
The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATED: _____

Brian C. Case

DATED: SEPTEMBER 23, 2006


Jacob A. Flagle

DATED: _____

Michael L. Garrison

STATE OF ILLINOIS)

) SS:

COUNTY OF _____)

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that BRIAN C. CASE, 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 _____ day of _____, 2006.

Notary Public

(SEAL)

My. Commission Expires: _____

We agree that, when requested, we 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 Assignor has executed this agreement.

DATED: _____
Brian C. Case

DATED: _____
Jacob A. Flagle

DATED: August 30, 2006
Michael L. Garrison
Michael L. Garrison

STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that BRIAN C. CASE, 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 _____ day of _____, 2006.

Notary Public

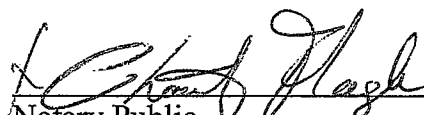
(SEAL)

My. Commission Expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that JACOB A. FLAGLE, 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 _____ day of _____, 2006.


Notary Public
SEPT 23, 2006

(SEAL)

My. Commission Expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL L. GARRISON, 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 _____ day of _____, 2006.

Notary Public

(SEAL)

My. Commission Expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that JACOB A. FLAGLE, 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 _____ day of _____, 2006.

Notary Public

(SEAL)

My. Commission Expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL L. GARRISON, 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 30 day of August, 2006.



Notary Public

(SEAL)

My. Commission Expires: _____