

Attorney Docket No.: 8627-1399 (PA-5823-RFB)

**ASSIGNMENT RECORDATION COVER SHEET**

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**TO THE COMMISSIONER FOR PATENTS**

Please record the attached original document or copy thereof.

<p>1. Name of Party(ies) conveying an interest:  JEFFRY S. MELSHEIMER (09/28/2006)</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of Party(ies) receiving an Interest:  COOK INCORPORATED 750 N. Daniels Way Bloomington, Indiana 47404 U.S.</p> <p>Additional name(s) and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Description of the interest conveyed:  
 Assignment       Change of Name      Other:  
 Security Agreement       Merger

Execution Date: 9/28/2006

4. Application number(s) or patent number(s). Additional sheet attached?  Yes  No

If this document is being filed together with a new application, the execution date of the application is:

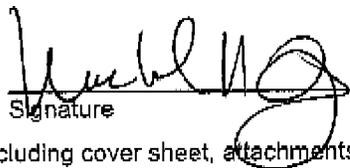
A. Patent Application No.(s) 11/549,466	B. Patent No.(s)
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Michael N. Spink BRINKS HOFER GILSON &amp; LIONE P.O. BOX 10395 CHICAGO, IL 60610</p>	<p>6. Number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41)      \$ <u>40.00</u>  <input type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to Deposit Account No. 23-1925 (BRINKS HOFER GILSON &amp; LIONE)</p> <p>8. <input checked="" type="checkbox"/> Charge fee and/or any deficiencies to Deposit Account No. 23-1925.                  Authorized User Name: Brinks Hofer Gilson &amp; Lione</p>
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**DO NOT USE THIS SPACE**

9. 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.

Michael N. Spink (47,107)		10/20/06
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 4

CH \$40.00 231925 11549466

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### ASSIGNMENT AND AGREEMENT

For value received, I, Jeffrey S. Melsheimer, residing at RR1, Box 1642, Springville, IN 47462, 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 "WIRE GUIDE HAVING DISTAL COUPLING TIP", described in U.S. Provisional Application Serial No. 60/730,776, filed on October 27, 2005, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 11/549,466 filed on October 13, 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. I 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

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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:

28 SEPT, 2006



Jeffrey S. Melsheimer

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STATE OF Indiana )  
 ) ss.  
COUNTY OF Monroe )

I, Christine Humphrey, A Notary Public in and for the County and State aforesaid, do hereby certify that Jeffrey S. Melsheimer, 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 (s)he signed, sealed and delivered the said instrument as his/her 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 28 day of September, 2006.

Christine Humphrey  
Notary Public

(SEAL)

My Commission Expires: July 2, 2009