

10-24-2006

To the Honorable Commissioner of Patents and



al documents or copy thereof.

1. Name of Conveying party(ies):

Scott E. Eells
Thomas A. OsborneAdditional name(s) of conveying party(ies) attached? ___ Yes X No

103325646

Name and address of receiving party(ies)

Name: Cook IncorporatedStreet Address: 750 Daniels WayCity: Bloomington State: IN ZIP: 47401

3. Nature of conveyance:

X Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Other Execution Date: October 11, 2006Additional name(s) & address(es) attached? ___ Yes X No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: October 12, 2006

A. Patent Application No.

B. Patent No.

Additional numbers attached? ___ Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard J. GodlewskiStreet Address: P.O. Box 2269City: Bloomington State: IN ZIP: 47402-2269

6. Total number of applications and patents involved

17. Total fee (37 CFR 3.41) \$40.00___ EnclosedX Authorized to be charged to deposit account8. Deposit account number: 13-2528

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.*Richard J. Godlewski

Name of Person Signing

Richard Godlewski

Signature

Oct. 12, 2006

Date

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

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Alexandria, VA 22313.

Date: October 12, 2006

Kimberly Smith
(Typed or printed name of person mailing paper or fee)

Kimberly Smith
(Signature of person mailing paper or fee)

ASSIGNMENT AND AGREEMENT

Eells 10-11-06

For value received, We, Scott E. Eells residing at 7552 S. Mt. Zion Road, Bloomington, IN 47403, U.S.A. and Thomas A. Osborne, residing at 9480 S. Pointe LaSalles Drive, Bloomington, IN 47401, U.S.A hereby sell, assign, and transfer to **Cook Incorporated**, a corporation of the State of Indiana, having an office at 750 N. Daniel's 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 "Stent Graft Repair Device" described in U.S. Provisional Application Serial No. 60/561,342, filed on April 12, 2004 and described in International Application Serial No. PCT/US2005/012310 filed on April 12, 2005, and in application for Letters Patent of the United States filed October 12, 2006 and assigned Serial No. _____ (We hereby authorize Richard J. Godlewski to enter the serial number when it becomes known), and all the rights and privileges in said application 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; and 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.

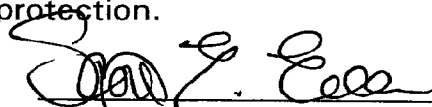
We authorize Cook to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, 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.

Date: OCT 11, 2006



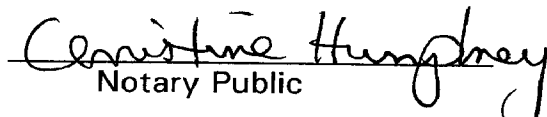
Scott E. Eells, Inventor

United States of America)

State of Indiana) ss:

County of Monroe)

On this 11 day of October, 2006, before me personally came Scott E. Eells, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public

My Commission Expires: July 2, 2009

Date: Oct. 10, 2006

Thomas A. Osborne
Thomas A. Osborne, Inventor

United States of America)

State of Indiana) ss:

County of Monroe)

On this 10 day of October, 2006, before me personally came Thomas A. Osborne, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Cristine Humphrey
Notary Public

My Commission Expires: July 2, 2009