

Client/Matter No. 8627-1402 (PA-5670-RFB)

## 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:

RAM H. PAUL, JR.                      DECEMBER 8, 2006

JOHN A. BRUMLEVE                      DECEMBER 12, 2006

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

 Yes  No

## 2. Name and Address of receiving Party(ies):

Name:                                      COOK INCORPORATED

Street Address:                      750 N. DANIELS WAY

City:                                      BLOOMINGTON

State:                                      INDIANA

Country:                                  U.S.A. Zip: 47404

Additional name(s) and addresses attached?  Yes  No

## 3. Nature of Conveyance:

Execution Date(s): DECEMBER 8, 2006; DECEMBER 12, 2006

 Assignment                               Change of Name Security Agreement                       Merger Joint Research Agreement Government Interest Assignment Executive Order 9424, Confirmatory License Other

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

 This document is being filed together with a new application.

A. Patent Application No.(s)

11/580,546

B. Patent No.(s)

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 Fax6. Total number of applications and patents involved: 17. 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 &amp; Lione

9. Signature: Robert K. Fergan

Signature

December 27, 2006

Date

Robert K. Fergan

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

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

BHGL No. 8627/1402  
PA-5670-RFB

### ASSIGNMENT AND AGREEMENT

For value received, we, Ram H. Paul, Jr., residing at 1251 West Church Lane, Bloomington, Indiana 47403, U.S.A., and John A. Brumleve, residing at 3603 Jordan's Way, Bloomington, Indiana 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. 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 "INVERTIBLE FILTER FOR EMBOLIC PROTECTION", described in U.S. Provisional Application Serial No. 60/727,720, filed on October 18, 2005, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 11/580,546 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. 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.

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.

BHGL No. 8627/1402  
PA-5670-RFB

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, 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:

DECEMBER 8<sup>TH</sup> 2006

Ram H Paul Jr.

Ram H. Paul, Jr.

DATED

December 12, 2006

John A Brumleve

John A. Brumleve

BHGL No. 8627/1402  
PA-5670-RFB

STATE OF Indiana )  
COUNTY OF Monroe ) ss.

I, Christine Humphrey, A Notary Public in and for the County and State aforesaid, do hereby certify that Ram H. Paul, Jr., 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/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 8 day of December, 2006.

Christine Humphrey  
Notary Public

(SEAL)

My Commission Expires: July 2, 2009

BHGL No. 8627/1402  
PA-5670-RFB

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 John A. Brumleve, 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/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 12 day of December, 2006.

Christine Humphrey  
Notary Public

(SEAL)

My Commission Expires: July 2, 2009