

01-19-2007

Client/Matter No. 10922/243 (PA-5804-PR)

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To the Director of the U.S. Patent and Trademark Office

Record the attached documents or the new address(es) below:

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

Anthony D. Hammack
Walter N. Ryan

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

Name: VANCE PRODUCTS
INCORPORATED, D/B/A COOK
UROLOGICAL INCORPORATED

Internal Address:

Street Address: 1100 West Morgan Street

City: Spencer

State: IN

Country: U.S.A. Zip: 47460

Additional name(s) and addresses attached? ☐ Yes ☒ No

3. Nature of Conveyance:

Execution Date(s): December 7, 2006 – Anthony D. Hammack; December 18, 2006 – Walter N. Ryan

- ☒ 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)

11/591,376

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 Date
b. ☒ Charge fee and/or any Deficiencies to Deposit
Account Number: 23-1925
Authorized User Name: Brinks Hofer Gilson & Lione

9. Signature:

Signature

Andrea Lynn Evensen (56,531)

Name of Person Signing

January 8, 2007

Date

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

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

ASSIGNMENT AND AGREEMENT

For value received, We, Anthony D. Hammack, residing at 3901 Stonegate Dr., Bloomington, Indiana, 47401, U.S.A., and Walter N. Ryan, residing at 6042 Leatherback Dr., Columbus, Indiana, 47201 U.S.A., hereby sell, assign, and transfer to **Vance Products Incorporated, d/b/a Cook Urological Incorporated**, a corporation of the State of Indiana, having an office at 1100 West Morgan Street, Spencer, IN, 47460, U.S.A., and its successors 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 "ARTICULATING BASKET WITH SIMULTANEOUS BASKET EXTENSION OR BASKET RETRACTION" described in U.S. Application Serial No. 11/591,376, filed on November 1, 2006 and any and all applications claiming the benefit thereof including the right of priority, 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, 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

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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.

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 Assignors have executed this agreement.

DATED:

DEC. 7, 2006

Anthony D. Hammack
Anthony D. Hammack

DATED:

DECEMBER 18, 2006
~~12-18-2006~~ *(initials)*

Walter N. Ryan
Walter N. Ryan

STATE OF Indiana)
) SS.
COUNTY OF Owen)

I, JANE E. BURTON, A Notary Public in and for the County and State aforesaid, do hereby certify that Anthony D. Hammack, 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.

7th IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of December, 2006.

Jane E. Burton
Notary Public

(SEAL)

My Commission Expires: MARCH 10, 2008

STATE OF Indiana)
) SS.
COUNTY OF Owen)

I, JANE E. BURTON, A Notary Public in and for the County and State aforesaid, do hereby certify that Walter N. Ryan, 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.

18th IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of December, 2006.

Jane E. Burton
Notary Public

My Commission Expires: March 10, 2008

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