

RECORDED



ET

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

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ments or the new address(es) below:

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

DAVID N. ARMSTRONG
DECEMBER 20, 2006BRIAN L. BATES
AUGUST 4, 2006

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

☐ Yes ☒ No

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

Name: COOK INCORPORATED

Internal Address:

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): August 4, 2006

- ☒ 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)

11/472,642

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 Fax

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ 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

Stephanie J. Felicetty

Name of Person Signing

March 14, 2007

Date

Total number of pages including cover sheet, attachments, and documents: 6

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

PATENT

REEL: 019082 FRAME: 0714

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David N. Armstrong	12/20/2006
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:	11472642
CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-321-4200
Email:	awennlund@usebrinks.com
Correspondent Name:	Stephanie J. Felicetty
Address Line 1:	P.O. Box 10395
Address Line 4:	Chicago, ILLINOIS 60610

E * "MSJOB 4"

CH \$40.00 11472642

ASSIGNMENT AND AGREEMENT

For value received, We, David N. Armstrong, residing at 1777 Brandon Hall Drive, Atlanta, GA, 30350, U.S.A.; and Brian L. Bates, residing at 3718 Exeter Lane, 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. 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 "IMPLANTABLE GRAFT TO CLOSE A FISTULA" described in U.S. Provisional Application Serial No. 60/692,694, filed on June 21, 2005, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 11/472,642 filed on June 21, 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

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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.

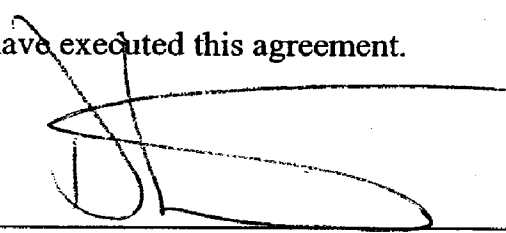
We agree that, when requested, we shall, without charge to Cook but at their expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

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 202006



David N. Armstrong

DATED:

Brian L. Bates

STATE OF GEORGIA)
COUNTY OF WINSTON) ss.

I, Dora Canfield, A Notary Public in and for the County and State aforesaid, do hereby certify that David N. Armstrong, 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 20th day of December, 2006.

Dora Canfield
Notary Public

(SEAL)

My Commission Expires: _____

My Commission Expires
January 13, 2009.

STATE OF)
COUNTY OF) ss.

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that Brian L. Bates, 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: _____

My Commission Expires
January 13, 2009.

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: _____

David N. Armstrong

DATED: _____

August 4, 2006

Brian L. Bates

STATE OF)
) ss.
COUNTY OF)

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that David N. Armstrong, 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 Monroe)

I, Christine Humphrey, A Notary Public in and for the County and State aforesaid, do hereby certify that Brian L. Bates, 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 4 day of August, 2006.

Christine Humphrey
Notary Public

(SEAL)

My Commission Expires: July 2, 2009

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