# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
C. Paul Perry	11/20/2007
Richard P. Marvel	09/26/2007
Benjamin T. Biltz	08/15/2007
Rodney W. Bosley Jr.	08/29/2007
Jessica Watts Miller	08/17/2007
Troy W. Wingler	08/15/2007

#### **RECEIVING PARTY DATA**

Name:	Vance Products Incorporated, d/b/a Cook Urological Incorporated
Street Address:	1100 West Morgan Street
City:	Spencer
State/Country:	INDIANA
Postal Code:	47460

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11820078

### **CORRESPONDENCE DATA**

Fax Number: (312)321-4299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-321-4200

Email: rgarza@usebrinks.com

Correspondent Name: Stephen C. Smith

Address Line 1: P.O. Box 10395

Address Line 4: Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	10922/273
NAME OF SUBMITTER:	Stephen C. Smith

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Total Attachments: 11
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### ASSIGNMENT AND AGREEMENT

For value received, We, C. Paul Perry, M.D., residing at 2006 Brookwood Medical Centre Drive, Suite 402, Birmingham, Alabama 35209, U.S.A.; Richard P. Marvel, M.D., residing at 6569 North Charles Street, Suite 306, Baltimore, Maryland, 21204, U.S.A.; Benjamin T. Biltz, residing at 1403 W. Allen St., Bloomington, IN, 47403, U.S.A.; Rodney W. Bosley, Jr., residing at 460 Fairmont Dr., Chester Springs, PA, 19425, U.S.A.; Jessica Watts Miller, residing at 2006 Lafayette Avenue, St. Louis, MO, 63104, U.S.A.; and Troy W. Wingler, 4385 S. Dogan Dr., Martinsville, IN, 46151, 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, 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 "HYSTEROGRAPHY AND INTRAUTERINE VENOGRAPHY CATHETER" described in U.S. Provisional Application Serial No. 60/816,719, filed on June 27, 2006 and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 11/820,078 filed on June 18, 2007 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.

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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:	11/20/07	C. Paul Perry, M.D. 11/20/6 LINDA HARMAN
DATED:		Richard P. Marvel, M.D.
DATED:	·	Benjamin T. Biltz
DATED:		Rodney W. Bosley, Jr.
DATED:		Jessica Watts Miller
DATED:		Troy W. Wingler

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IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:	
September 26,12007  DATED: 9/26/07/01	C. Paul Perry, M.D.
DATED	Richard P. Marvel, M.D.
DATED:	Benjamin T. Biltz
DATED:	Rodney W. Bosley, Jr.
DATED:	Jessica Watts Miller
DATED:	Troy W. Wingler

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DATED:		
		C. Paul Perry, M.D.
DATED:		D' 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		Richard P. Marvel, M.D.
DATED:	15 Aug 2007	Benjamin T. Biltz
		Benjamin T. Biltz
DATED:		
211122	A STATE OF THE STA	Rodney W. Bosley, Jr.
DATED:		Jessica Watts Miller
DATED:	8-15-07	Seog Filt
		Troy W. Wingler

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IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:		
		C. Paul Perry, M.D.
DATED:		Richard P. Marvel, M.D.
DATED:		Benjamin T. Biltz
DATED:	August 29, 2007	Rodney W. Bosley, Jr.
DATED:		Jessica Watts Miller
DATED:		Troy W. Wingler

367536.1

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.

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IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:		C. Paul Perry, M.D.
DATED:		Richard P. Marvel, M.D.
DATED:		Benjamin T. Biltz
DATED:		Rodney W. Bosley, Jr.
DATED:	August 17, 2007	Jessica Watts Miller
DATED:		Troy W. Wingler

HEDDA M. KATENKAMP NOTARY PUBLIC BALTIMORE COUNTY, MARYLAND My Commission Expires 10/97/2011 My Commission Expires 10/97/2011

**REEL: 020343 FRAME: 0061** 

367536.1

(SEAL)

My Commission Expires: 10/7/11

Q-diami
STATE OF PAULO)
COUNTY OF (WEX ) ss.
STATE OF STA
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of Lugust, 2007.
(SEAL)  My Commission Expires: MARCH 10, 2008
(SEAL)
MARRIE 2008
My Commission Expires: VIAKCH /U, 2000
STATE OF ) , ss.
COUNTY OF )
I,, a Notary Public in and for the County and State aforesaid, do hereby certify that Rodney W. Bosley, 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 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, 2007.
Notary Public
(SEAL)
My Commission Expires:

367536.1

STATE OF ) ss.		
COUNTY OF )		
I,	ng instrument, appeared before me this day in and delivered the said instrument as his free and	
(SEAL)	Notary Public	
My Commission Expires:		
STATE OF Punnsylvania) ss.  COUNTY OF Cherty)  I, Say Ca Cizmarik, a Notary Public in and for the County and State aforesaid, do hereby certify that Rodney W. Bosley, 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 free and voluntary act for the uses and purposes therein set forth.		
IN WITNESS WHEREOF, I have day of day, , 2007.	hereunto set my hand and Notarial Seal, this  Notary Public	
(SEAL)	Commonwealth of Fennsylvania  NOTARIAL SEAL	
My Commission Expires:	SANDRA F. CIZMARIK, Notary Public Uwchlan Township, County of Chester	
367536.1	My Commission Expires September 19, 2009	

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STATE OF ) ss.		
COUNTY OF )		
I, <u>Connel Sue Marris</u> , a Notary Public in and for the County and State aforesaid, do hereby certify that Jessica Watts Miller, 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 she signed, sealed and delivered the said instrument as 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 day of August, 2007.  Connie Jue Hanis  Notary Public		
(SEAL)		
My Commission Expires:  CONNIE S. HARRIS  Notary Public - State of Missouri  County of St. Charles  My Commission Expires Jul. 6, 2008		
STATE OF Missouri )		
STATE OF Missouri) ) ss. COUNTY OF St-Charles)		
I,, a Notary Public in and for the County and State aforesaid, do hereby certify that Troy W. Wingler, 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, 2007.		
Notary Public		
(SEAL)		
My Commission Expires:		

367536.1

STATE OF )		
COUNTY OF ) ss.		
I,, a Notary Public in and for the County and State aforesaid, do hereby certify that Jessica Watts Miller, 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 she signed, sealed and delivered the said instrument as 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 day of, 2007.		
Notary Public		
(SEAL)		
My Commission Expires:		
STATE OF (COUNTY OF CLUBEN) ss.  COUNTY OF CLUBEN) ss.  I, <u>BURIN</u> , a Notary Public in and for the County and State aforesaid, do hereby certify that Troy W. Wingler, 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 August, 2007.  Notary Public		
(SEAL)		
My Commission Expires: MARCH 10, 2008		

367536.1 RECORDED: 01/09/2008