

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Therese J. O'Day	02/27/2008
RECEIVING PARTY DATA	
Name:	Cook Critical Care Incorporated
Street Address:	750 N. Daniels Way
City:	Bloomington
State/Country:	INDIANA
Postal Code:	47404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12039158
CORRESPONDENCE DATA	
Fax Number:	(317)634-6701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-636-0886
Email:	dhasler@brinkshofer.com
Correspondent Name:	Lawrence A. Steward
Address Line 1:	One Indiana Sq., Ste. 1600
Address Line 2:	Brinks Hofer Gilson & Lione
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	10703/128 (PA-6373-RFB)
NAME OF SUBMITTER:	Lawrence A. Steward
Total Attachments: 2 source=Assign2#page1.tif source=Assign2#page2.tif	

CH \$40.00 12039158

500475243

PATENT
REEL: 020577 FRAME: 0376

ASSIGNMENT AND AGREEMENT

For value received, I, **Therese J. O'Day**, residing at 1163 South Weatherstone Lane, Bloomington, Indiana 47401, U.S.A., hereby sell, assign, and transfer to **Cook Critical Care 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 "**ELONGATED MEDICAL APPARATUS WITH INFLATABLE TIP**" described in U.S. Nonprovisional Application Serial No. 12/039,158, filed on February 28, 2008, 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. I 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.

I 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.

I 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.

I 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.

I agree that, when requested, I/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:

2-27-08

Therese J. O'Day
Therese J. O'Day

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 THERESE J. O'DAY, 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 (s)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 27 day of February, 2008.

Christine Humphrey
Notary Public

(SEAL)

My Commission Expires: July 2, 2009