

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Timothy AM Chuter	01/16/2009
William K Dierking	01/16/2009
Alan R Leewood	01/16/2009
Blayne A Roeder	01/16/2009

RECEIVING PARTY DATA

Name:	Cook Incorporated
Street Address:	750 N. Daniels Way
City:	Bloomington
State/Country:	INDIANA
Postal Code:	47404

Name:	MED Institute, Inc.
Street Address:	1 Geddes Way
City:	West Lafayette
State/Country:	INDIANA
Postal Code:	47906

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12338020

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: doguss@usebrinks.com

Correspondent Name: Douglas A. Oguss

Address Line 1: P.O. Box 10395

PATENT

500765597

REEL: 022167 FRAME: 0323

CH \$40.00 12338020

Address Line 4: Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:

12730/424

NAME OF SUBMITTER:

Douglas A. Oguss

Total Attachments: 8

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ASSIGNMENT AND AGREEMENT

For value received, I, Timothy A.M. Chuter residing at 875 Castro Street, San Francisco, CA 94114, 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., its successors, assigns and legal representatives, hereinafter collectively "Cook," and

For value received, We, William K. Dierking, residing at 3435 Ferdinand Court, West Lafayette, IN 47906, U.S.A., Alan R. Leewood residing at 30 Evergreen Court, Lafayette, IN 47905, U.S.A., and Blayne A. Roeder residing at 411 Kittiwake Ct, Lafayette, IN 47909, U.S.A., hereby sell, assign, and transfer to **MED Institute, Inc.**, a corporation of the State of Indiana, having an office at 1 Geddes Way, West Lafayette, Indiana, 47906, U.S.A., and its successors and legal representatives, hereinafter collectively "MED," and

the entire right, title and interest, for the United States of America, in and to certain inventions related to "STENT HAVING LESS INVASIVE ENDS," described in U.S. Provisional Application Serial No. 61/016,731, filed on December 26, 2007 and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 12/338,020 filed on December 18, 2008, 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 and MED 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 sell, assign, and transfer this right, title and interest as of the day of filing of the U.S. Provisional Application mentioned above.

We authorize Cook and MED 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 and MED 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 and MED may designate.

We agree that, when requested, we shall, without charge to Cook and MED 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: 1/16/09



Timothy A.M. Chuter

DATED: _____

William K. Dierking

DATED: _____

Alan R. Leewood

BHGL No. 12730/424
PA-6297-RFB

We authorize Cook and MED 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 and MED 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 and MED may designate.

We agree that, when requested, we shall, without charge to Cook and MED 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: _____

Timothy A.M. Chuter

DATED: January 16th 2009

William K. Dierking

DATED: January 16 2009

Alan R. Leewood

BHGL No. 12730/424
PA-6297-RFB

DATED: January 16, 2009

Blayne A. Roeder
Blayne A. Roeder

STATE OF California)
) ss.
COUNTY OF San Francisco

I, Ruth L. Moffatt, A Notary Public in and for the County and State aforesaid, do hereby certify that Timothy A.M. Chuter, 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 16th day of January, 2008. ^{RLM}
_{1/16/09}

(SEAL)



Ruth L. Moffatt
Notary Public

My Commission Expires: 8/25/09

BHGL No. 12730/424
PA-6297-RFB

STATE OF Indiana)
) ss.
COUNTY OF Tippelcanoe

I, Susan M. Dimsmore, A Notary Public in and for the County and State aforesaid, do hereby certify that William K. Dierking, 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 16 day of January, ~~2008~~ 2009. SMD

Susan M. Dimsmore
Notary Public

(SEAL)

My Commission Expires: July 21, 2013

BHGL No. 12730/424
PA-6297-RFB

STATE OF Indiana)
) ss.
COUNTY OF Tippecanoe

I, Susan M. Dunsmore, a Notary Public in and for the County and State aforesaid, do hereby certify that Alan R. Leewood, 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 16 day of January, ~~2008~~ 2009,
SMD

Susan M. Dunsmore
Notary Public

(SEAL)

My Commission Expires: July 21, 2013

BHGL No. 12730/424
PA-6297-RFB

STATE OF Indiana)
) ss.
COUNTY OF Tippecanoe

I, Susan M. Dunsmore, A Notary Public in and for the County and State aforesaid, do hereby certify that Blayne A. Roeder, 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 16 day of January, 2008 ~~2009~~.

Susan M. Dunsmore
Notary Public

(SEAL)

My Commission Expires: July 21, 2013