## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Roy K. Greenberg	03/11/2009

## **RECEIVING PARTY DATA**

Name:	Cleveland Clinic Foundation		
Street Address:	9500 Euclid Avenue		
City:	Cleveland		
State/Country:	ОНЮ		
Postal Code:	44195		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number			
Application Number:	12336732			

## **CORRESPONDENCE DATA**

Fax Number: (312)321-4299

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

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ATTORNEY DOCKET NUMBER: 12730/00422; PA-6347-RFB

NAME OF SUBMITTER: Richard D. Watkins

**Total Attachments: 3** 

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REEL: 022501 FRAME: 0795

**PATENT** 500826264

Client/Matter No. 12730/00422; PA-6347-RFB

	RECORDATION FORM COVER SHEET PATENTS ONLY					
	To the Directo	r of the U.S. Patent and Trademark Office: Please	reco	rd the attached docur	ments or the new address(es) below:	
1.	Name of con	veying Party(ies):	2.	. Name and Address of receiving Party(ies):		
		ROY K. GREENBERG		Name:	CLEVELAND CLINIC FOUNDATION	
				Internal Address:		
Add	ditional name(s) c	of conveying party(ies) attached?		Street Address:	9500 Euclid Avenue	
3.	Nature of Co	nveyance/Execution Date(s):	1	City:	Cleveland	
	Execution Da	te(s): <u>March 11, 2009</u>		State:	ОН	
	<ul> <li>✓ Assignment</li> <li>✓ Security Agreement</li> <li>✓ Joint Research Agreement</li> </ul> Merger Change of Name			Country: U.S.A.	Zip: 44195	
		ent Interest Assignment Order 9424, Confirmatory License ——		Additional name(s) a	nd addresses attached?  ☐ Yes  ☐ No	
4.	Application of	or Patent Number(s).	nent		ner with a new application.	
A.	Patent Applica 12/336,732	ation No.(s):	В.	Patent No.(s):		
	Additional numbers attached? ☐ Yes ☐ No					
5.		ldress of party to whom correspondence document should be mailed:	6.	Total no. of appl	ications & patents involved: One	
			7.	Total Fee (37 CF	R 1.21(h) & 3.41) \$ <u>40.00</u>	
	BRINKS HOFER GILSON & LIONE PO BOX 10395			Authorize ch.	arge by credit card arge to Deposit Account No. 23-1925 ed (government interest not affecting title)	
CHICAGO, IL 60610		8.	Payment Informa	ation:		
		hone: (312) 321-4200 ax: (312) 321-4299	a.	☐ Credit Card: L	_ast 4 Numbers Expiration Date	
			b.	Account Numb	d/or any Deficiencies to Deposit er 23-1925 er Name: Brinks Hofer Gilson & Lione	
9.	Signature:	/Richard D. Watkins/			April 3, 2009	
		Signature	-		Date	
		Richard D. Watkins  Name of Person Signing	-		pages including coversheet, and documents: <u>Three (3)</u>	

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, PO Box 1450, Alexandria, VA 22313-1450

PATENT REEL: 022501 FRAME: 0796

#### ASSIGNMENT AND AGREEMENT

For value received, I, Roy K. Greenberg, residing at 1 Shoreby Drive, Bratenahl, OH 44108, U.S.A., hereby sell, assign, and transfer to Cleveland Clinic Foundation, a corporation of the State of Ohio, having an office at 9500 Euclid Avenue, Cleveland, Ohio 44195, U.S.A., and its successors, assigns and legal representatives, hereinafter collectively "Cleveland Clinic," the entire right, title and interest, for the United States of America, in and to certain inventions related to "Prosthesis for Implantation in Aorta and Method of Making Same," described in U.S. Provisional Application Serial No. 61/008,949, filed on December 21, 2007, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 12/336,732 filed on December 17, 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. I also concurrently hereby sell, assign and transfer to Cleveland Clinic 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. I sell, assign, and transfer this right, title and interest as of the day of filing of the U.S. Provisional Application mentioned above.

I authorize Cleveland Clinic 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 me, 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 Cleveland Clinic 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 Cleveland Clinic in the United States and in all countries foreign to the United States, or to such nominees as Cleveland Clinic may designate.

- 1 -

I agree that, when requested, I shall, without charge to Cleveland Clinic 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 Assignor has executed this agreement.

DATED: MARCH	11, 2009	Roy K. Greenberg		
STATE OF CHILO	) ) ss.	, A Notary Public in and for the		
COUNTY OF GENLIGH	)			
person whose name is subsc	cribed to the forego at he signed, sealed	oing instrument, appeared before ral and delivered the said instrument	me this da	ıy in
IN WITNESS WHEREOF, I of	have hereunto set	my hand and Notarial Seal, this	11 12	day
(SEAL)		- · · · · · · · · · · · · · · · · · · ·		
My Commission Expires:	COLETTA VIDMAR, N State of Oh My Commission Expires J			

- 2 -

PATENT REEL: 022501 FRAME: 0798

**RECORDED: 04/03/2009**