

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Richard W. Ducharme	01/08/2010
RECEIVING PARTY DATA	
Name:	Wilson-Cook Medical Inc.
Street Address:	4900 Bethania Station Road
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	60610
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12644951
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	10000-1795
NAME OF SUBMITTER:	Michael N. Spink
Total Attachments: 3 source=PTO_Assignment_10000_1795#page1.tif source=PTO_Assignment_10000_1795#page2.tif source=PTO_Assignment_10000_1795#page3.tif	

CH \$40.00 12644951

ASSIGNMENT AND AGREEMENT

For value received, I, Richard W. Ducharme, residing at 317 Crowne Oak Circle, Winson-Salem, NC 27106, hereby sell, assign, and transfer to **Wilson-Cook Medical Inc.**, a corporation of the State of North Carolina, having an office at 4900 Bethania Station Road, Winston-Salem, NC, 27105, 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 **"ELECTROSURGICAL ROTATING CUTTING DEVICE"** described in U.S. Non-Provisional Application Serial No. 12/644,951 filed on December 22, 2009 and U.S. Provisional Application Serial No. 61/139,980, filed on December 22, 2008, any and all applications claiming the benefit thereof including the right of priority, 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 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. 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 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 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 Assignor has executed this agreement.

DATED:

January 8, 2010


Richard W. Ducharme

