### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
David G. Burton	09/27/2010

#### **RECEIVING PARTY DATA**

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

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

Property Type	Number
Application Number:	12895358

## 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: cwiechers@usebrinks.com

Correspondent Name: Brinks Hofer Gilson & Lione

Address Line 1: 455 N. Cityfront Plaza Drive NBC Tower

Address Line 2: Suite 3600

Address Line 4: Chicago, ILLINOIS 60611-5599

ATTORNEY DOCKET NUMBER: 8627/2881

NAME OF SUBMITTER: Richard E. Stanley, Jr.

**Total Attachments: 3** 

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> PATENT REEL: 025099 FRAME: 0956

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#### ASSIGNMENT AND AGREEMENT

For value received, I, David G. Burton, residing at 6524 E. Everett Arnold Dr., 47408, U.S.A., hereby sell, assign, and transfer to Cook Bloomington, IN 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," the entire right, title and interest, for the United States of America, and the entire right, title and interest, in and to certain inventions related to "BALLOON WITH INTEGRALLY RETAINED DILATION ELEMENT" described in U.S. Nonprovisional Application Serial No. 12/895,358 filed on Sept. 30,2010 | hereby authorize Richard E. Stanley, Jr. to enter the serial no. when it becomes known) 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 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 sell, assign, and transfer this right, title and interest as of the day of filing of the U.S Nonprovisional 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 me, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

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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: <u>Sept 27 2010</u>

David G Burton

BHGL No. 8627/2881 PA- 6843 -RFB

STATE OF Ind COUNTY OF

I, Christine Hum Phrey, A Notary Public in and for the County and State aforesaid, do hereby certify that <u>David G. Burton</u>, 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 21 day of September, 2010.