

# PATENT ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Cook Incorporated	05/18/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Cook Medical Technologies LLC
<b>Street Address:</b>	750 N. Daniels Way
<b>City:</b>	Bloomington
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47404
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12946291
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(812)330-9049
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	812-330-1824
<b>Email:</b>	diane.sempsrott@cookmedical.com
<b>Correspondent Name:</b>	Cook Medical Technologies LLC
<b>Address Line 1:</b>	P.O. Box 2269
<b>Address Line 4:</b>	Bloomington, INDIANA 47402
<b>ATTORNEY DOCKET NUMBER:</b>	PA-6676-RUP
<b>NAME OF SUBMITTER:</b>	Diane Sempsrott
<b>Total Attachments: 2</b> source=6676confirmassmnt#page1.tif source=6676confirmassmnt#page2.tif	

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**PATENT**  
**REEL: 026371 FRAME: 0112**

**RECORDABLE CONFIRMATORY ASSIGNMENT**

THIS ASSIGNMENT ("Assignment") is made this 18<sup>th</sup> day of May, 2011 by Cook Incorporated, an Indiana corporation; (referred to as "Assignor").

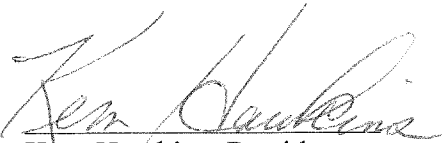
WHEREAS Assignor entered into an Intellectual Property Contribution Agreement (the "Contribution Agreement"), dated January 1, 2011 between and among Assignor and Cook Medical Technologies LLC, an Indiana limited liability company ("Assignee"), pursuant to which Assignor previously assigned to Assignee all of Assignor's right, title, and interest in the Great Britain patent application and all inventions described therein related to "**NICKEL-TITANIUM-RARE EARTH ALLOY AND METHOD OF PROCESSING THE ALLOY**" and being described in Great Britain Patent Application No. 0920123.7 filed on November 17, 2009, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Provisional Application No. 61/317,133 filed on March 24, 2010, U.S. Provisional Application No. 61/317,144 filed on March 24, 2010, U.S. Non-Provisional Application No. 12/946,291 filed on November 15, 2010, and PCT Application No. PCT/US10/56687 filed on November 15, 2010 (collectively, the "Applications").

WHEREAS, pursuant to Section 6.2 of the Contribution Agreement, Assignor agreed to execute this Assignment to confirm the assignment on January 1, 2011, for the purpose of recording Assignee's rights with the Patent and Trademark Office.

WHEREAS, to the extent that any of Assignor's right, title, and interest in the Applications was not transferred pursuant to the Contribution Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in, to, or under the Applications, including all inventions described therein, and Assignee desires to accept such an assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, contributes, and sets over, and does hereby confirm the previous contribution, assignment, and transfer, unto the said Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in, to and under the Applications including all inventions described therein and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues, re-examinations and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for Letters Patent which may hereafter be filed for said Applications (including the right to claim priority from said Applications, including all inventions described therein) in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Applications in any country or countries foreign to the United States hereby authorized.


Signed for and on behalf of  
Cook Incorporated  
This 18<sup>th</sup> day of May, 2011

  
Kem Hawkins, President

  
\_\_\_\_\_  
Notary Public

Signed for and on behalf of  
COOK MEDICAL TECHNOLOGIES LLC  
This 23<sup>rd</sup> day of May, 2011

State of Indiana )  
County of Monroe ) ss:

  
\_\_\_\_\_  
Notary Public

Connie Johnson  
Notary Public  
Seal  
County of Monroe  
My Comm. Exp. 6/4/17  
State of Indiana