## PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Wilson-Cook Medical Inc.	05/11/2011

## **RECEIVING PARTY DATA**

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

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13153056

#### **CORRESPONDENCE DATA**

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Total Attachments: 3

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# NOT TO BE EXECUTED PRIOR TO EXECUTION OF ASSIGNMENT FROM INVENTOR

CERTIFICATE OF EFS FILING UNDER 37 CFR §1.8

I hereby certify that this correspondence is being electronically transmitted to the United States Patent and Trademark Office, Commissioner for Patents, via the EFS pursuant to 37 CFR §1.8 on the below date:

Date: June 8, 2011 Name: E. Brandon Nykiel Signature: /E. Brandon Nykiel/

## ASSIGNMENT AND AGREEMENT

WHEREAS Wilson-Cook Medical Inc., a corporation of the State of North Carolina having an office at 4900 Bethania Station Road, Winston-Salem, North Carolina 27115, U.S.A. ("Assignor") has, by virtue of assignment, received right, title and interest to a certain invention or inventions related to "IMPROVED SPHINCTEROTOME ORIENTATION" and being described in U.S. patent application No. 13/153.056 \_\_\_\_, filed on June 3, 2011, and any and all applications claiming the benefit thereof including the right of priority, (the "Invention" or "Inventions") (I hereby consent to the patent attorney entering the serial number when it becomes known)..

WHEREAS Wilson-Cook Medical Inc. entered into an Intellectual Property Contribution Agreement (the "Contribution Agreement"), dated January 1, 2011 between and among Wilson-Cook Medical Inc. and Cook Medical Technologies LLC, an Indiana limited liability company having an office at 750 N. Daniels Way, Bloomington, IN 47404, U.S.A. ("Assignee"), pursuant to which Cook Incorporated previously assigned to Assignee any and all of its preexisting right, title, and interest in the Invention or Inventions.

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 right, title, or interest in the Invention or Inventions 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 Invention or 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 sells, assigns and transfers and does hereby confirm the previous contribution, assignment, and transfer, unto Assignee and its successors, assigns, and legal representatives all of Assignor's right, title and interest in the Invention or Inventions, all of Assignor's entire right, title, and interest in the Invention or Inventions being in the United States of America and all other countries and states of the world, and all the rights and privileges

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in said application 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 and in any country or state of the world for the Invention or Inventions (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements).

Assignor authorizes Assignee 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 the Invention or Inventions, without further authorization from Assignor, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document that may be required in any country in proof of the right of Assignee to apply for patent or other form of protection for the Invention or Inventions and to claim the aforesaid benefit of the right of priority.

Assignor requests that any and all patents for the Invention or Inventions be issued to Assignee in the United States and in all countries foreign to the United States, or to such nominees as Assignee may designate.

Assignor agrees that, when requested, Assignor shall, without charge to Assignee, but at its expense, sign all papers, take all rightful oaths, and do all acts that may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection for the Invention or Inventions.

Signed for and on behalf of WILSON-COOK MEDICAL INC., This way of \_\_\_\_\_\_\_, 2011

State of North Carolina \_\_\_\_\_\_\_, Skerven, Vice President

State of North Carolina \_\_\_\_\_\_\_, Skerven, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

My Commission Expires:

Notary Public, North Carolina COUNTY OF STOKES ANGELA HILL ANGELA H

Notary Public Seal County of Monros My Comm. Exp. 6/4/17 State of Indiana