

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2012)

CORRECTIVE COVER SHEET

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

F. Joseph Obermiller

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 18, 2011

☐ Assignment

☐ Merger

Corrective Assignment to Remove
Application No. 13/111,388 recorded
on Reel 026362 Frame 0738.

☒ Other

2. Name and address of receiving party(ies)

Name: Cook Biotech Incorporated

Internal Address: _____

Street Address: 1425 Innovation Place

City: West Lafayette

State: Indiana

Country: United States Zip: 47906

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

13/111,338

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Christopher A. Brown

Internal Address: _____

Woodard, Emhardt, Moriarty, McNett & Henry

Street Address: _____

111 Monument Circle, Suite 3700

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: 317-634-3456

Fax Number: 317-637-7561

Email Address: docketdept@uspatent.com

6. Total number of applications and patents involved: 17. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 233030

Authorized User Name Christopher A. Brown

9. Signature:

Carol A. Thomas
Signature

July 18, 2011

Date

Carol A. Thomas

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 11

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, P.O. Box 1450, Alexandria, V.A. 22313-1450

700467522

PATENT
REEL: 026610 FRAME: 0269

TO: CHRISTOPHER A. BROWN CO. ANY: WOODARD, EMHARDT, MORIARTY, MCNETT ET AL

ORIGINAL COVER SHEET

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.105/31/2011
501548938

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
F. Joseph Obermiller	05/18/2011
RECEIVING PARTY DATA	
Name:	CookBiotech Incorporated
Street Address:	1426 Innovation Place
City:	West Lafayette
State/Country:	INDIANA
Postal Code:	47906
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13111388 - error
CORRESPONDENCE DATA	
Fax Number:	(317)637-7561
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-634-3456
Email:	docketdept@uspatent.com
Correspondent Name:	Christopher A. Brown
Address Line 1:	Woodard, Emhardt, Moriarty, McNett et al
Address Line 2:	111 Monument Circle, Suite 3700
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	003006-003146
NAME OF SUBMITTER:	Carol A. Thomas
Total Attachments: 4 source=PA-6800-RFB Obermiller Assignment#page1.tif source=PA-6800-RFB Obermiller Assignment#page2.tif source=PA-6800-RFB Obermiller Assignment#page3.tif source=PA-6800-RFB Obermiller Assignment#page4.tif	

OP \$40.00 13111388

ASSIGNMENT

F. Joseph Obermiller of 1906 Blueberry Lane, West Lafayette, IN 47906, United States;

hereinafter referred to as the "Assignor," either singularly or collectively as appropriate, has created certain items of intellectual property in

DEVICES AND METHODS USEFUL FOR SEALING BODILY OPENINGS,

which include subject matter protectable under various forms of intellectual property, for example, inventions, patents, copyrights, and/or trade secrets, hereinafter referred to as the "Intellectual Property," created by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in United States or PCT International Patent Application Nos. **61/346,229**, filed on **May 19, 2010**, and **61/351,805**, filed on **June 4, 2010** hereinafter referred to collectively as the "Application." In the event the application number and/or filing date of the Application are not known and/or written above at the time this Assignment is executed, the Assignor hereby authorizes and requests the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP of 111 Monument Circle, Suite 3700, Indianapolis, Indiana 46204-5137 to insert above the date and/or application number of the Application when officially known.

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby grant, assign, sell and transfer unto Cook Biotech Incorporated, a Corporation of Indiana, having a principal place of business at 1425 Innovation Place, West Lafayette, IN 47906, United States, hereinafter referred to as the "Assignee," the Intellectual Property and all rights related thereto, hereinafter referred to as the "Intellectual Property and Related Rights", which include but are not limited to the following items (i) through (v) and (a) through (c):

- (i) all of the entire worldwide right, title and interest in, to and under the Intellectual Property,
- (ii) all of the entire worldwide right, title and interest in, to and under future developments, including improvements, in the Intellectual Property,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iv) all of the entire worldwide right, title and interest, including the beneficial interest, together with all rights of priority, in, to and under, including the right to file, any and all applications based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, provisional, non-provisional, utility, design, industrial design, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (v) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under any and all patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, non-provisional, utility, design, industrial design, international, national/regional phase, plant, and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

ASSIGNMENT

as related to the Intellectual Property, future developments in the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

To the extent not granted, assigned, sold or transferred to the Assignee by the above and for the good and valuable consideration acknowledged above, the Assignor agrees to and does hereby grant, assign, sell and transfer unto the Assignee any and all future developments, including improvements, in the Intellectual Property and Related Rights immediately and automatically upon existence.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Intellectual Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Intellectual Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby agrees that the Assignor will, in view of the good and valuable consideration acknowledged above, perform the following as relating to the Intellectual Property, the Application and the portions of any and all applications or patents based on or arising from the Intellectual Property or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Intellectual Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Intellectual Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Intellectual Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Intellectual Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Intellectual Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete and final agreement between the parties on this subject and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all

ASSIGNMENT

other respects by the laws of the United States, and in particular in accordance with the laws of the **State of Indiana**, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of **Indiana** in connection with any dispute arising under the Assignment.

If any provision or term of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining provisions and terms of this Assignment, which remaining provisions and terms shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of the earliest date of execution or effective as of the conception date of the invention(s) if earlier.

Assignee: COOK BIOTECH INCORPORATED

Assignee hereby accepts the sale, transfer and assignment of the Intellectual Property and Related Rights.



Signature (Assignee)

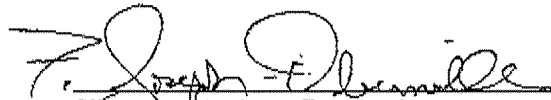
Printed Name: Mark W Stayer

Title: President

Company: Cook Biotech Incorporated

Date: 23 day of MAY, 2011

ASSIGNMENT

Assignor:
Signature (Assignor/Inventor)Printed Name: F. Joseph ObermillerDate: 18 day of May, 2011Notary:STATE OF Indiana)
COUNTY OF Lipton) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, F. Joseph Obermiller, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Signature (Notary Public): Printed Name: PATRICIA F. CORBETTDate: 18 day of May, 2011Resident of Lipton CountyMy Commission Expires: 11/03/2015