### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Kurt J. Tekulve	06/29/2010
Michael R. Kurrus	06/29/2010

# 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:	13322265

## **CORRESPONDENCE DATA**

(734)994-6331 Fax Number: Phone: 312-321-4200

Email: officeactions@brinkshofer.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Correspondent Name: BRINKS HOFER GILSON & LIONE/CHICAGO/COOK

Address Line 1: PO BOX 10395

Address Line 4: CHICAGO, ILLINOIS 60610

ATTORNEY DOCKET NUMBER: 8627-3363

NAME OF SUBMITTER: Lawrence G. Almeda

**Total Attachments: 4** 

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**PATENT** 

#### ASSIGNMENT AND AGREEMENT

For value received, I/we, Kurt J. Tekulve residing at 4199 Morgan Circle, Ellettsville, Indiana, 47429, U.S.A., and Michael R. Kurrus, residing at 624 Militia Ct., Ellettsville, Indiana, 47429, U.S.A., hereby sell, assign, and transfer to Cook Incorporated, a corporation of the State of Indiana, having an office at 750 N. Daniels Way, Bloomington, IN, 47404, 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 "CATHETER WITH EXPANDABLE FLOW AREA," described in U.S. Provisional Application Serial No. 61/180,984, filed on 05/26/2009 and any and all applications claiming the benefit thereof including the right of priority, and described in PCT Application Serial No. PCT/US2010/35707 filed on May 21, 2010, 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. We 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/we sell, assign, and transfer this right, title and interest as of the day of filing of the U.S. Provisional Application mentioned above.

I/we 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/we 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

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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/we 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/we 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 Assignors have executed this agreement.

DATED:

Kurt J. Tekulue
Kurt J. Tekulue

Mill R. Kurs

Michael R. Kurrus

DATED:

STATE OF Indiana)
STATE OF Indiana) COUNTY OF Monroe) ss.
I,
Onistere Humphay Notary Public
(SEAL)
My Commission Expires: July 02, 2017

STATE OF Indiana)
STATE OF Indiana )  COUNTY OF Monroe )
I,
Christera Hunghay Notary Public
(SEAL) Notary Public
My Commission Expires: July 02, 2017