### 501778589 01/06/2012

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Peter W. Sargent Jr.	12/22/2011

# 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:	13091697

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	10703/230 (PA-6948-RFB)
NAME OF SUBMITTER:	Michael A. Hood

**Total Attachments: 3** 

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> PATENT REEL: 027495 FRAME: 0054

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	CERTIFICATE OF EFS FILI	NG 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:	Name:	Signature:		

#### **ASSIGNMENT AND AGREEMENT**

WHEREAS I, Peter W. Sargent, Jr., residing at 2268 Sweetbriar Court, Bloomington, Indiana, 47401, USA, (the "Inventor"), have invented a certain invention or inventions related to "EMERGENCY VASCULAR REPAIR SYSTEM AND METHOD" and being described in U.S. patent application No. 13/091,697, filed on April 21, 2011, and any and all applications claiming the benefit thereof including the right of priority, (the "Invention" or "Inventions").

WHEREAS, the Inventor acknowledges that any of my right, title, or interest in the Invention or Inventions aforementioned vest in **Cook Incorporated**, a corporation of the State of Indiana having an office at 750 N. Daniels Way, Bloomington, IN 47404, U.S.A. ("<u>Assignee</u>"), by virtue of employment or otherwise.

WHEREAS, to the extent that any of my right, title, or interest in the Invention or Inventions has not been transferred or assigned to Assignee by virtue of employment or otherwise, Inventor desires to assign to Assignee all of my right, title, and interest in, to, or under the Invention or Inventions, and Assignee desires to accept such an assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Inventor hereby sells, assigns and transfers and does hereby confirm any previous contribution, assignment, and transfer, unto Assignee and its successors, assigns, and legal representatives all of my right, title and interest in the Invention or Invention or Inventions, all of my 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 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). I sell, assign, and transfer all of my right, title and interest in the Invention or Inventions as of the day of signature or of filing of the first filed patent application for the Invention or Inventions, whichever is the earlier.

The Inventor authorizes Assignee to make application for such protection in its own name and maintain such protection in any and all

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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 me, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

The Inventor 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.

The Inventor 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.

The Inventor agrees that, when requested, I shall, without charge to Assignee, but at their 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.

Peter W. Sargent, Jr., Inventor **ANYE M DEDEAUX** Notary Public- Seal State of Indiana State of Indiana My Commission Expires Jun 16, 2019 SS: County of Monroe -On this /2√ 2011, before me day of personally came Peter W. Sargent, Jr., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same. Notary Public My Commission Expires:

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Signed for and on behalf of COOK INCORPORATED, This 5th day of <u>Jan</u>, 201**2**-

Thomas A. Osborne, Sr. Vice President IP Growth and Development

State of Indiana

) ss:

County of Monroe

On this 51 day of 2011, before me personally came Thomas A. Osborne, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

My Commission Expires: July 02,2017