#### 501977337 07/03/2012

### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Tyler E. McLawhorn	06/05/2012

#### **RECEIVING PARTY DATA**

Name:	Wilson-Cook Medical Inc.	
Street Address:	4900 Bethania Station Road	
City:	Winston-Salem	
State/Country:	NORTH CAROLINA	
Postal Code:	27105	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13526906

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ATTORNEY DOCKET NUMBER:	10000-2563
NAME OF SUBMITTER:	Heidi A. Dare

Total Attachments: 3

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# ASSIGNMENT AND AGREEMENT

WHEREAS, We, <u>Tyler E. McLawhorn</u>, residing at 3564 Summerfield Lane, Winston-Salem, North Carolina 27106, U.S.A., and <u>Vihar C. Surti</u>, residing at 103 Cheswyck Lane, Winston-Salem, North Carolina 27104, U.S.A., (the "<u>Inventors</u>"), have invented a certain invention or inventions related to "<u>EXPANDABLE PROBE</u>" and being described in U.S. Provisional Application No. <u>61/499,270</u>, filed on <u>June 21, 2011</u>; U.S. Nonprovisional Application No. <u>13/526,906</u>, filed on <u>June 19, 2012</u>; PCT Application No. <u>PCT/US12/43061</u>, filed on <u>June 19, 2012</u>; and any and all applications claiming the benefit thereof including the right of priority, (the "<u>Invention</u>" or "<u>Inventions</u>"). (I hereby consent to the patent attorney entering the serial numbers and filing dates when they become known.)

WHEREAS, the Inventors acknowledge that any of our right, title, or interest in the Invention or Inventions aforementioned vest in **Wilson-Cook Medical Inc.**, a corporation of the State of North Carolina having an office at 4900 Bethania Station Road, Winston-Salem, NC 27105, U.S.A. ("<u>Assignee</u>"), by virtue of employment or otherwise.

WHEREAS, to the extent that any of our right, title, or interest in the Invention or Inventions has not been transferred or assigned to Assignee by virtue of employment or otherwise, Inventors desire to assign to Assignee all of our 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:

Inventors hereby sell, assign and transfer and do hereby confirm any previous contribution, assignment, and transfer, unto Assignee and its successors, assigns, and legal representatives all of our right, title and interest in the Invention or Inventions, all of our 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 reexamination 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). We sell, assign, and transfer all of our 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 Invention or Inventions, whichever is the earlier.

The Inventors authorize 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 us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

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The Inventors hereby consent 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 Inventors request 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 Inventors agree that, when requested, We 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.

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