

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>James C. Merk</td> <td>07/23/2012</td> </tr> <tr> <td>Melissa Dawn Baker</td> <td>07/24/2012</td> </tr> <tr> <td>Mark J. Hiatt</td> <td>08/03/2012</td> </tr> </tbody> </table>		Name	Execution Date	James C. Merk	07/23/2012	Melissa Dawn Baker	07/24/2012	Mark J. Hiatt	08/03/2012		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Cook Incorporated</td> </tr> <tr> <td>Street Address:</td> <td>750 N. Daniels Way</td> </tr> <tr> <td>City:</td> <td>Bloomington</td> </tr> <tr> <td>State/Country:</td> <td>INDIANA</td> </tr> <tr> <td>Postal Code:</td> <td>47404</td> </tr> </table>		Name:	Cook Incorporated	Street Address:	750 N. Daniels Way	City:	Bloomington	State/Country:	INDIANA	Postal Code:	47404
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CORRESPONDENCE DATA											
Fax Number:	3176346701										
Phone:	317-636-0886										
Email:	indianapolisdocketing@brinkshofer.com, dhasler@brinkshofer.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
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Address Line 1:	201 North Illinois St., Suite 1100										
Address Line 2:	Brinks Hofer Gilson & Lione										
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ATTORNEY DOCKET NUMBER:	8627/3507										
NAME OF SUBMITTER:	Lawrence A. Steward										

CH \$40.00 13569487

Total Attachments: 4

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**PATENT**

**REEL: 028803 FRAME: 0852**

## ASSIGNMENT AND AGREEMENT

WHEREAS, I/We, James C. Merk, residing at 7900 Jacob Court, Terre Haute, IN 47802, Melissa Dawn Baker, residing at 5908 W. Woodland Rd., Ellettsville, IN 47429, and Mark J. Hlatt, residing at 5583 W. Redbud Dr., Ellettsville, IN 47429 (the "Inventor(s)"), have invented a certain invention or inventions related to "INTRODUCER SHEATH HAVING PROFILED REINFORCING MEMBER" and being described in U.S. Nonprovisional Application No. 13/569,487, filed on August 8, 2012; PCT Application No. \_\_\_\_\_, filed on \_\_\_\_\_; and any and all applications claiming the benefit thereof including the right of priority (the "Invention" or "Inventions"). (I/We hereby consent to the patent attorney entering the serial numbers and filing dates when they become known.)

WHEREAS, the Inventor(s) acknowledges that any of my/our 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. ("Assignee"), by virtue of employment or otherwise.

WHEREAS, to the extent that any of my/our right, title, or interest in the Invention or Inventions has not been transferred or assigned to Assignee by virtue of employment or otherwise, Inventor(s) desires to assign to Assignee all of my/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:

Inventor(s) 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/our right, title and interest in the Invention or Inventions, all of my/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 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/We sell, assign, and transfer all of my/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 Inventions, whichever is the earlier.

The Inventor(s) 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 me/us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

The Inventor(s) 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(s) 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(s) agrees that, when requested, I/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.

Dated: 07/23/12

James C. Merk  
James C. Merk

State of Indiana )

ss:

County of Monroe )

On this 23 day of July, 2012, before me personally came James C. Merk, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Christine Humphrey  
Notary Public

My Commission Expires: July 02, 2017

Dated: 24 Jul 2012

Melissa D. Baker  
Melissa Dawn Baker

State of Indiana )

ss:

County of Monroe )

On this 24 day of July, 2012, before me personally came Melissa Dawn Baker, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Christine Humphrey  
Notary Public

My Commission Expires: July 02, 2017

Dated: August 3, 2012 Mark J. Hiatt  
Mark J. Hiatt

State of Indiana )  
County of Monroe ) ss:

On this 3 day of August, 2012, before me personally came Mark J. Hiatt, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Cristina Humphrey  
Notary Public  
My Commission Expires: July 02, 2017

PA-7200

PATENT

Signed for and on behalf of  
COOK INCORPORATED

This 3<sup>rd</sup> day of August, 2012

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

State of Indiana )

) ss:

County of Monroe )

On this 3 day of August, 2012, 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.

Christine Humphrey  
Notary Public

My Commission Expires: July 02, 2017