

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Medical Engineering and Development Institute, Inc.	11/26/2012
RECEIVING PARTY DATA	
Name:	Cook Medical Technologies LLC
Street Address:	750 N. Daniels Way
City:	Bloomington
State/Country:	INDIANA
Postal Code:	47404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13713648
CORRESPONDENCE DATA	
Fax Number:	3123214299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	usassignments@brinkshofer.com, pchiovani@usebrinks.com
Correspondent Name:	E. Brandon Nykiel
Address Line 1:	P.O. Box 10395
Address Line 4:	Chicago, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	10000-2109 (PA-7272-RFB)
NAME OF SUBMITTER:	E. Brandon Nykiel
Total Attachments: 3 source=10000_2109_Assignment2#page1.tif source=10000_2109_Assignment2#page2.tif source=10000_2109_Assignment2#page3.tif	

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**NOT TO BE EXECUTED PRIOR TO EXECUTION  
OF ASSIGNMENT FROM INVENTOR**

**ASSIGNMENT AND AGREEMENT**

WHEREAS, **Medical Engineering and Development Institute, Inc.**, a corporation of the State of Indiana having an office at One Geddes Way, West Lafayette, IN 47906, U.S.A. ("Assignor") has, by virtue of assignment, received right, title and interest to a certain invention or inventions related to "CONTROLLER FOR ELECTROSURGICAL MEDICAL DEVICES" and being described in U.S. Nonprovisoinal Application No. 13/713,648, filed on December 13, 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 number and filing date when they become known.)

WHEREAS, Medical Engineering and Development Institute, Inc. entered into an Intellectual Property Assignment Agreement (the "Assignment Agreement"), dated January 1, 2011 between and among Medical Engineering and Development Institute, Inc. and Cook Medical Technologies LLC, an Indiana limited liability company having an office at 750 N. Daniels Way, Bloomington, IN 47404, U.S.A. ("Assignee"), pursuant to which Cook Incorporated previously assigned to Assignee any and all of its preexisting right, title, and interest in the Invention or Inventions.

WHEREAS, pursuant to Section 3.1 of the Assignment Agreement, Assignor agreed to execute this Assignment to confirm the assignment on January 1, 2011, for the purpose of recording Assignee's rights with the U.S. Patent and Trademark Office.

WHEREAS, to the extent that any right, title, or interest in the Invention or Inventions was not transferred pursuant to the Contribution Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in, to, or under the Invention or Inventions described therein and Assignee desires to accept such an assignment.

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

Assignor hereby sells, assigns and transfers and does hereby confirm the previous contribution, assignment, and transfer, unto Assignee and its successors, assigns, and legal representatives all of Assignor's right, title and interest in the Invention or Inventions, all of Assignor's entire 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).

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

Assignor 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.

Assignor 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.

Assignor agrees that, when requested, Assignor shall, without charge to Assignee, but at its 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.

Signed for and on behalf of  
MEDICAL ENGINEERING AND DEVELOPMENT INSTITUTE, INC.  
This 26<sup>th</sup> day of November, 2012

Matthew S. Waninger  
Matthew S. Waninger, President

State of Indiana            )  
                                      ) ss:  
County of Tippecanoe    )

On this 26 day of November, 2012, before me personally came Matthew S. Waninger, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]  
Notary Public

Residing in Tippecanoe County

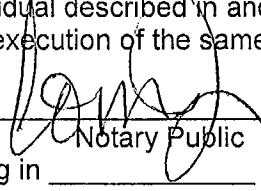
My Commission Expires: July 29, 2018

Signed for and on behalf of  
 COOK MEDICAL TECHNOLOGIES LLC  
 This 27 day of November, 2012

  
 John R. Kamstra, Secretary, Treasurer

State of Indiana       )  
                                   ) ss:  
 County of Monroe     )

On this 27 day of November, 2012, before me personally came  
John R. Kamstra, to me known to be the individual described in and who executed  
 the foregoing instrument, and acknowledged execution of the same.

  
 \_\_\_\_\_  
 Notary Public  
 Residing in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

