502252111 03/04/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---|----------------|
| Medical Engineering and Development Institute, Inc. | 02/19/2013 |

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: | 13729933 |

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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| ATTORNEY DOCKET NUMBER: | 12730-975 (PA-6824-CIP3) |
|-------------------------|--------------------------|
| NAME OF SUBMITTER: | Blair Wilson |

Total Attachments: 3

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> PATENT REEL: 029916 FRAME: 0741

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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. ("<u>Assignor</u>") has, by virtue of assignment, received right, title and interest to a certain invention or inventions related to "<u>PROSTHESIS HAVING PIVOTING FENESTRATION</u>" and being described in U.S. Provisional Patent Application No. <u>61/375.815</u>, filed on <u>August 21, 2010</u>; U.S. Nonprovisional Application No. <u>13/213,349</u>, filed on <u>August 19, 2011</u>; U.S. Continuation-in-Part Application No. <u>13/729.933</u>, filed on <u>December 28, 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/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).

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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 19th day of February, 2013 |
| Mathaw & Waringer |
| Måtthew S. Waninger, President |
| |
| State of Indiana) |
|) ss: |
| County of Tippecanoe) |
| On this 19 day of February, 2013, before me personally came |
| <u>Matthew S. Waninger</u> , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same. |
| 425/2 |
| Notary Public |
| My Commission Expires: ゴルタ 39 3018 |

| Signed for and on behalf of |
|--|
| COOK MEDICAL TECHNOLOGIES LLC |
| This day of February, 2013 |
| John R. Kamstra, Secretary, Treasurer |
| State of Indiana)) ss: |
| County of Monroe) |
| On this 20 day of 10 ruom, 2013, 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. |
| My Commission Expires: |

Connie Johnson Notary Public Seal County of Monroe My Comm. Exp. 6/4/17 State of Indiana