

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cook Inc.	08/07/2013
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:	29461908
CORRESPONDENCE DATA	
Fax Number:	3123214299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3123214200
Email:	usassignments@brinkshofer.com, pnelles@brinkshofer.com
Correspondent Name:	Stephen C. Smith
Address Line 1:	Brinks Hofer Gilson & Lione
Address Line 2:	P.O. Box 10395
Address Line 4:	Chicago, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	10922-860
NAME OF SUBMITTER:	Stephen C. Smith
Signature:	/Stephen C. Smith/
Date:	08/09/2013
Total Attachments: 3 source=Asst-Cook_CMT#page1.tif source=Asst-Cook_CMT#page2.tif source=Asst-Cook_CMT#page3.tif	

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

**ASSIGNMENT AND AGREEMENT**

WHEREAS, **Cook Incorporated**, a corporation of the State of Indiana having an office at 750 N. Daniels Way, Bloomington, IN 47404, U.S.A. ("Assignor") has, by virtue of assignment, received right, title and interest to a certain invention or inventions related to "TRANSITIONAL HANDLE" and being described in U.S. Nonprovisional Design Application No. 29/461,908, filed on July 29, 2013; and any and all applications claiming the benefit thereof including the right of priority (the "Invention" or "Inventions").

WHEREAS, Cook Incorporated entered into an Intellectual Property Contribution Agreement (the "Contribution Agreement"), dated January 1, 2011 between and among Cook Incorporated 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 6.2 of the Contribution 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  
COOK INCORPORATED

This 7<sup>th</sup> day of August, 2013

Thomas A. Osborne

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

State of Indiana           )  
  ) ss:  
County of Monroe        )

On this 7 day of August, 2013, 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

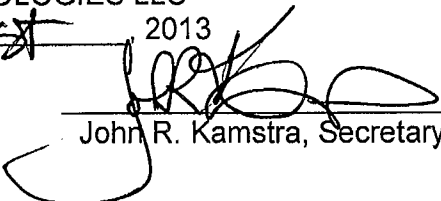
Notary Public

Residing in Monroe County

My Commission Expires: July 02, 2017

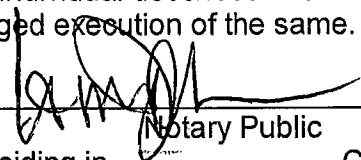
Signed for and on behalf of  
COOK MEDICAL TECHNOLOGIES LLC

This 7 day of August, 2013

  
\_\_\_\_\_  
John R. Kamstra, Secretary, Treasurer

State of Indiana       )  
                                  ) ss:  
County of Monroe     )

On this 7 day of August, 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.

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

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

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