## 502701055 02/28/2014

## PATENT ASSIGNMENT COVER SHEET

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

#### **CONVEYING PARTY DATA**

| Name                  | Execution Date |
|-----------------------|----------------|
| KURT J. TEKULVE       | 09/08/2011     |
| ELIZABETH A. THEOBALD | 09/15/2011     |
| STEVE HARRIS          | 09/15/2011     |

#### **RECEIVING PARTY DATA**

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| City:           | BLOOMINGTON        |  |
| State/Country:  | INDIANA            |  |
| Postal Code:    | 47404              |  |

# PROPERTY NUMBERS Total: 2

| Property Type       | Number       |
|---------------------|--------------|
| Application Number: | 14241921     |
| PCT Number:         | US2012053059 |

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| Signature:              | /Lawrence G. Almeda/ |
|                         | PATENT               |

502701055 REEL: 032321 FRAME: 0898

| Date:  | 02/28/2014     |
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| Total Attachments: 3 source=PTO_140228_ASSIGNMENT_INVE source=PTO_140228_ASSIGNMENT_INVE source=PTO_140228_ASSIGNMENT_INVE | NTOR#page2.tif |

PATENT REEL: 032321 FRAME: 0899 PA-7029 PATENT

#### ASSIGNMENT AND AGREEMENT

WHEREAS, We, Kurt J. Tekulve, residing at 4199 Morgan Circle, Ellettsville, Indiana, 47429; Elizabeth A. Theobald, residing at 3863 South Cramer Circle, Bloomington, Indiana, 47403; and Steve Harris, residing at 2734 South Adams Street, #6, Bloomington, Indiana, 47403 (the "Inventor(s)"), have invented a certain invention or inventions related to "ANEURYSM CLOSURE CLIP" and being described in U.S. Provisional Application No. 61/529,959, filed on September 1, 2011; Nonprovisional Application No. 14/241,921 , filed on February 28, 2014; PCT Application No. PCT/US12/53059, filed on August 30, 2012 ; 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, the Inventors acknowledge that any of 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:

Inventors hereby sell, assign and transfer 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). 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 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 me/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 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 Inventors 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: 08 September 2011 Kurt / Tekulve Kurt J. Pekulve  |
|--|
| Kurt J. Tekulve  |
| State of Indiana ) ) ss:   |
| County of Monroe )   |
| On this 8 day of September, 2011, before me personally came Kurt J. Tekulve, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.        |
| My Commission Expires: July 02, 2017  Notary Public  |
| Dated: 15 September 2011 Elizabeth A. Theobald   |
| State of Indiana )   |
| ) ss: County of Monroe )   |
| On this 15 day of September, 2011, before me personally came Elizabeth A. Theobald, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same. |
| Consternation Humphay<br>Notary Public   |
| My Commission Expires: July 02, 2017   |

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| Dated: 15 September 2011 Strip Harris   |
|---|
| Stéve Harris  |
| State of Indiana )  |
| ) ss:<br>County of Monroe )   |
| On this   |
| Carity no the man   |
| My Commission Expires: July 02 2017  Notary Public   O  |
| · · ·   |
| Signed for and on behalf of COOK INCORPORATED This 15 H day of September, 2011 Thomas A. Osborne, Vice President IP Growth and Development  |
| State of Indiana )  |
| ) ss:<br>County of Monroe )   |
| On this 15 day of 5 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. |
| Caristeno Humanou   |
| My Commission Expires: Jaly 62, 2017  Notary Public   |