#### 503213355 03/11/2015

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ELIZABETH A THEOBALD	08/04/2011
KURT J TEKULVE	08/05/2011

#### **RECEIVING PARTY DATA**

Name:	COOK INCORPORATED	
Street Address:	750 DANIELS WAY	
City:	BLOOMINGTON	
State/Country:	INDIANA	
Postal Code:	47404	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14489047

# CORRESPONDENCE DATA

Fax Number: (317)634-6701

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3176360886

Email: brinksindy@brinksgilson.com Correspondent Name: RICHARD E. STANLEY, JR. Address Line 1: 201 N. ILLINOIS STREET

Address Line 2: **SUITE 1100** 

Address Line 4: INDIANAPOLIS, INDIANA 46204

ATTORNEY DOCKET NUMBER:	10703-359	
NAME OF SUBMITTER:	RICHARD E. STANLEY, JR.	
SIGNATURE:	/Richard E. Stanley, Jr./	
DATE SIGNED:	03/11/2015	

# **Total Attachments: 3**

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**PATENT REEL: 035135 FRAME: 0939** 503213355

#### CERTIFICATE OF EFS FILING UNDER 37 CFR §1.8

I hereby certify that this correspondence is being electronically transmitted to the United States Patent and Trademark Office, Commissioner for Patents, via the EFS pursuant to 37 CFR §1.8 on the below date:

Date: Aug 9, 2011 Name: Shery! Hutchings Signature: Shey Hatching

#### ASSIGNMENT AND AGREEMENT

WHEREAS I/We, Elizabeth A. Theobald, residing at 3863 S. Cramer Circle, Bloomington, Indiana, 47403, USA, and Kurt J. Tekulve, residing at 4199 Morgan Circle, Ellettsville, Indiana, 47429, USA, (the "Inventor(s)"), have invented a certain invention or inventions related to "EMERGENCY VASCULAR REPAIR PROSTHESIS" and being described in U.S. patent application No. 13/106,560, filed on May 12, 2011, and any and all applications claiming the benefit thereof including the right of priority, (the "Invention" or "Inventions").

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.

PATENT REEL: 035135 FRAME: 0940 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.

**PATENT** 

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.

Date: 4 aug 2011	rijabet Whotald
U	Elizabeth A. Theobald, Inventor
State of Indiana	) ) ss:
County of Monroe	) 55.
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My Commission Evnires: Tul	Christena Humphoy Notary Public
My Commission Expires: $\mathcal{J}_{\mathcal{U}}$	y 0Z, 2017

Date: 05 August 2011	_ Vart of Takulive
	Kurt J. Tekulve, Inventor
State of Indiana )	
County of Monroe ) ss:	
personally came Kurt J. Tekulve, to r	day of August 2011, before me me known to be the individual described in and ent, and acknowledged execution of the same.
	Christene Humphay Notary Public
My Commission Expires: Tuly	Notary Public V
Signed for and on behalf of COOK INCORPORATED, This 14 day of August, 2011	Thomas A. Osborne, Sr. Vice President IP Growth and Development
State of Indiana ) ss:	
County of Monroe )	
personally came Thomas A. Osborne	day of August 2011, before me , to me known to be the individual described in ument, and acknowledged execution of the
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