503355943 06/18/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3402565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
COOK INCORPORATED	03/25/2015

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: 2

Property Type	Number
Application Number:	14742416
Application Number:	62013972

CORRESPONDENCE DATA

Fax Number: (801)355-7901

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: 8013557900

Email: jbacoch@brinksgilson.com
Correspondent Name: BRINKS GILSON AND LIONE
Address Line 1: 405 SOUTH MAIN STREET

Address Line 2: SUITE 1000

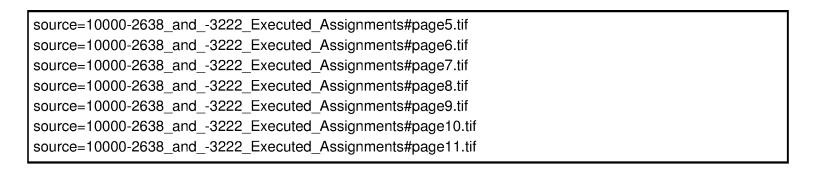
Address Line 4: SALT LAKE CITY, UTAH 84111

ATTORNEY DOCKET NUMBER:	10000-3222 (PA-7600)
NAME OF SUBMITTER:	JOHN C. BACOCH
SIGNATURE:	/John C. Bacoch/
DATE SIGNED:	06/18/2015

Total Attachments: 11

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PATENT 503355943 REEL: 035931 FRAME: 0086



PATENT REEL: 035931 FRAME: 0087

ASSIGNMENT AND AGREEMENT

WHEREAS, I, <u>Nate Irwin,</u>	residing at	<u>3401 S</u>	South Cla	aybridge	Drive.
Bloomington, IN 47401 (the "Inver	<u>ntor</u> ") have	invented	a certai	in inven	tion or
inventions related to "BRUSH SYSTE	EM FOR A C	CELL CO	LLECTING	G DEVIC	E <u>"</u> and
being described in U.S. Provisional	Application I	No. <u>62/01</u>	3,972, file	ed on <u>J</u> ւ	<u>ine 18,</u>
2014; U.S. Nonprovisional Application	n No. 14/742	2,416,	filed on	June 17,	2015;
PCT Application No.	_, filed on		; ar	nd any a	and all
applications claiming the benefit there	of including	the right of	of priority,	(the "Inv	<u>rention</u> "
or "Inventions"). (I hereby consent to	the patent at	ttorney er	itering the	serial n	umbers
and filing dates when they become kn	own.)				

WHEREAS, the Inventor acknowledges that any of my 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 right, title, or interest in the Invention or Inventions has not been transferred or assigned to Assignee by virtue of employment or otherwise, Inventor desires to assign to Assignee all of my 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 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 right, title and interest in the Invention or Inventions, all of my 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 reexamination 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 sell, assign, and transfer all of my 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 Inventor 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, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

The Inventor 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 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 agrees that, when requested, I 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: 24	Max 2015	y lab L
-		Nate Irwin
State of Indiana)) ss:	
County of Monre	,	
	ment, and acknowledged	
		Societine Humphay Notary Public County
My Commission	Expires: July 02	2017

Signed for and on behalf of COOK INCORPORATED This 25 day of March Thomas A. Osborne, Sr. Vice President IPGrowth and Development
State of Indiana)
) ss:
County of Monroe)
On this
(Invotine Humany
Notary Public
Residing inCounty
My Commission Expires: July 62,201

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. ("<u>Assignor</u>") has, by virtue of assignment, received right, title and interest to a certain invention or inventions related to "<u>BRUSH SYSTEM FOR A CELL COLLECTING DEVICE</u>" and being described in U.S. Provisional Application No. <u>62/013,972</u>, filed on <u>June 18, 2014</u>; U.S. Nonprovisional Application No. <u>14/742,416</u>, filed on <u>June 17, 2015</u>; PCT Application No. _______, filed on ______; and any and all applications claiming the benefit thereof including the right of priority, (the "<u>Invention</u>" or "<u>Inventions</u>"). (I hereby consent to the patent attorney entering the serial numbers and filing dates when they become known.)

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).

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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	
COOK INCORPORATED.	
This 25 day of March	, 2015
•	1
	Thomas 1 Caron
	Thomas A. Osborne, Sr. Vice President
	IP and Development

County of Monroe

On this 25 day of Manch, 2015, 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.

Notary Public

My Commission Expires: $\frac{34\sqrt{02,2017}}{2017}$

State of Indiana

Signed for and on ben		•		
COOK MEDICAL TEC				
This 2 day of 1/1/A	10/h, 2	2015		
	1			
	John !	R. Kamstra, Secre	tary, Treasurer	
State of Indiana)			
) ss:			
County of Monroe	Ś			
,	,			
\sim 1	$\Lambda\Lambda$. ρ			
On this A day of	MARIA	- 2015 b	efore me persona	lly came
John R. Kamstra, to m	e known to be t			
the foregoing instrume		4		modutou
the foregoing mattame	iii, and acknowi	cagea discalion (n the same.	
		I May a	1	
	-		ry Public	
			-	
		Residing in <i>[_/</i> _	County	
My Commission Expire	es:			
	·			
		Connie John	ison	

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

ASSIGNMENT AND AGREEMENT

WHEREAS, I, <u>Triona Campbell</u>, residing at <u>2 Courthouse Lane</u>. <u>Killaloe</u>, <u>County Claire</u>, <u>Ireland</u>, have invented a certain invention or inventions related to "BRUSH SYSTEM FOR A CELL COLLECTING DEVICE" and being described in U.S. Provisional Application No. <u>62/013,972</u>, filed on <u>June 18, 2014</u>; U.S. Nonprovisional Application No. <u>14/742,416</u>, filed on <u>June 17, 2015</u>; PCT Application No. ______, filed on ______; and any and all applications claiming the benefit thereof including the right of priority, (the "<u>Invention</u>" or "<u>Inventions</u>"). (I hereby consent to the patent attorney entering the serial numbers and filing dates when they become known.)

WHEREAS, the Inventor acknowledges that any of my right, title, or interest in the Invention or Inventions aforementioned vest in **Cook Ireland Limited**, a corporation of the country of Ireland having an office at O'Halloran Road, National Technological Park, Limerick, Ireland ("<u>Assignee</u>"), by virtue of employment or otherwise.

WHEREAS, to the extent that any of my right, title, or interest in the Invention or Inventions has not been transferred or assigned to Assignee by virtue of employment or otherwise, Inventor desires to assign to Assignee all of my 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 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 right, title and interest in the Invention or Inventions, all of my 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 reexamination 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 sell, assign, and transfer all of my 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 Inventor 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, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

The Inventor 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 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 agrees that, when requested, I 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:

24Mbrd 2015

Triona Campbell

Witness

Signed for and on behalf of COOK IRELAND LIMITED

This 24 day of MAR

2015

illiam Doherty, Manading Director

Witness

NOT TO BE EXECUTED PRIOR TO EXECUTION OF ASSIGNMENT FROM INVENTOR

ASSIGNMENT AND AGREEMENT

WHEREAS, Cook Ireland Limited, a corporation of the country of Ireland having an office at O'Halloran Road, National Technological Park, Limerick, Ireland ("Assignor") has, by virtue of assignment, received right, title and interest to a certain invention or inventions related to "BRUSH SYSTEM FOR A CELL COLLECTING DEVICE" and being described in U.S. Provisional Application No. 62/013,972, filed on June 18, 2014; U.S. Nonprovisional Application No. 14/742,416, filed on June 17, 2015; PCT Application No. ______, filed on _______; and any and all applications claiming the benefit thereof including the right of priority, (the "Invention" or "Inventions"). (I hereby consent to the patent attorney entering the serial number when it becomes known.)

WHEREAS, Cook Ireland Limited entered into an Intellectual Property Asset Purchase Agreement (the "Purchase Agreement"), dated December 6, 2010 between and among Cook Ireland Limited 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 Ireland Limited previously assigned to Assignee any and all of its preexisting right, title, and interest in the Invention or Inventions.

WHEREAS, pursuant to Section 5.3 of the Purchase Agreement, Assignor agreed to execute this Assignment to confirm the assignment on December 6, 2010, 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.

, 2015

William Doherty, Managing Director

Witness

Signed for and on behalf of COOK MEDICAL TECHNOLOGIES LLC This day of John R. Kamstra, Secretary, Treasurer
State of Indiana)
County of Monroe)
On this day of , 2015, 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. Notally Public Residing in County
My Commission Expires:
Connie Johnson Notary Public Seal County of Monroe My Comm. Exp. 6/4/17 State of Indiana

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