#### 503746294 03/21/2016

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
COOK IRELAND LIMITED	03/25/2013

#### **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:	15059041

#### **CORRESPONDENCE DATA**

Fax Number: (312)321-4299

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: 3123214809

Email: USAssignments@brinksgilson.com,lhedl@brinksgilson.com

**Correspondent Name:** HEIDI A. DARE Address Line 1: P.O. BOX 10395

Address Line 2: **BRINKS GILSON & LIONE** Address Line 4: CHICAGO, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	10000-3369 (PA-7164-DIV)
NAME OF SUBMITTER:	HEIDI A. DARE
SIGNATURE:	/had/
DATE SIGNED:	03/21/2016

## **Total Attachments: 3**

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**PATENT REEL: 038050 FRAME: 0933** 503746294

# 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 ("<u>Assignor</u>") has, by virtue of assignment, received right, title and interest to a certain invention or inventions related to <u>ANTI-ASPIRATION PROSTHESIS</u>" and being described in U.S. Provisional Application No. <u>61/639,217</u>, filed on <u>April 27, 2012</u>; U.S. Nonprovisional Application No. <u>13/790,640</u>, filed on <u>March 8, 2013</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>"). (We hereby consent to the patent attorney entering the serial numbers and filing dates when they become 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).

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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 IRELAND LIMITED This 25 day of MAR

. 2013

William Doherty (Managing Director

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Signed for and on behalf of
COOK MEDICAL TECHNOLOGIES LLC
This 25 day of MWCh , 2013 , /
John R. Karnstra, Secretary, Treasurer
State of Indiana ) ) ss:
County of Monroe )
On this 25 day of, 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