

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4412498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF IP AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
COOK MEDICAL TECHNOLOGIES LLC	05/05/2017
RECEIVING PARTY DATA	
Name:	IZI MEDICAL PRODUCTS, LLC
Street Address:	1 EAST WACKER DRIVE
Internal Address:	SUITE 400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6749595
Patent Number:	6752791
Patent Number:	6488667
Patent Number:	6273916
Patent Number:	7563265
Patent Number:	6450973
Patent Number:	6916308
Patent Number:	7604618
Patent Number:	7722090
Patent Number:	8372030
Patent Number:	D517209
Patent Number:	D511211
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<i>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.</i>	
Phone:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - BECKY L. TROUTMAN
Address Line 1:	101 CALIFORNIA STREET,
PATENT	

Address Line 2: 35TH FLOOR
Address Line 4: SAN FRANCISCO,, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER: 015914.2-ASSUMPTION-ASGN

NAME OF SUBMITTER: BECKY L. TROUTMAN

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 05/12/2017

Total Attachments: 12

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT ("Agreement"), dated as of the 5th day of May, 2017 (the "Effective Date"), by and among IZI Medical Products, LLC, a Delaware limited liability company ("Assignee"), Cook Medical LLC, an Indiana limited liability company ("Medical"), Cook Incorporated, an Indiana corporation ("Incorporated"), and Cook Medical Technologies LLC, an Indiana limited liability company ("Technologies" and together with Medical and Incorporated, "Assignors", and each individually an "Assignor").

WITNESSETH:

WHEREAS, Assignee and Assignors have entered into that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, each Assignor desires to assign and transfer to Assignee all worldwide right, title and interest, to the Products Intellectual Property and certain rights and obligations of such Assignor under certain Assumed Contracts related to the Products Intellectual Property; and

WHEREAS, capitalized terms used herein, but not otherwise defined, shall have the meanings specified in the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Purchase Agreement, each Assignor hereby agrees as follows:

Section 1.01. Assignment. As of the Effective Date, each Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors and assigns any and all of such Assignor's worldwide right, title and interest in and to (i) the names "Murphy Needle", "Murphy", "Murphy M2", "Duro-Ject", "Osteo-Site", "Osteo-Force", Osteo-RX, "Vertefix" and any logos relating solely to any such name and other Intellectual Property which is exclusively connected to, or used exclusively in connection with, the Products, including the Products Intellectual Property identified on Schedule 1.1(d) to the Purchase Agreement, a copy of which is attached as Exhibit A, and all goodwill associated with any of the foregoing (collectively, the "Assigned IP"); and (ii) to and under certain Assumed Contracts set forth on Schedule 1.1(a) to the Purchase Agreement, and Assignee hereby accepts such assignment. Each Assignor further hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of such Assignor's rights to file patent, copyright, trademark, domain name and social media applications in the United States and throughout the world for the Assigned IP in the name of Assignee, its successors and assigns. Each Assignor further hereby sells, transfers, assigns, sets over and conveys to Assignee, and Assignee's successors and assigns, all proceeds to infringement suits and suits for other violations of the Assigned IP, the right to sue for present and future infringements and other violations of, and all rights corresponding thereto throughout the world for, the Assigned IP.

Section 1.02. **Acceptance.** As of the Effective Date, Assignee hereby accepts and assumes the assignment and transfer of (i) the Products Intellectual Property identified on Schedule 1.1(d) to the Purchase Agreement and (ii) the Assumed Contracts set forth on Schedule 1.1(a) to the Purchase Agreement, and agrees to assume and pay or perform any Assumed Liabilities in connection therewith when such payment or performance is required, but only to the extent the obligation or liability initially occurs after the Effective Date; provided, however, if any of the Assumed Contracts is not assignable or transferable without the consent of a party which was not obtained by the Assignors prior to the Effective Date, only if and to the extent Assignee shall receive the benefits of such Assumed Contract after the Effective Date.

Section 1.03. **No Assumption of Liabilities.** Assignee expressly does not, and shall not, assume or agree to assume, pay, satisfy, discharge, perform or be responsible for in any manner and shall not, by virtue of the execution and delivery of this Agreement, be deemed to have assumed or to have agreed to pay, satisfy, discharge or perform or be responsible for in any manner, any liabilities, obligations or commitments of the Assignors of any nature whatsoever whether direct or indirect, known or unknown, choate or inchoate, absolute, fixed, contingent or otherwise and whether or not disclosed to Assignee, other than the Assumed Liabilities specifically assumed by Assignee under the Purchase Agreement.

Section 1.04. **Further Assurances.** Each Assignor shall provide the Assignee, its successors and assigns with all such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1 above, including, without limitation, upon request by Assignee to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Agreement without cost to any Assignor. Each Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Agreement or such documentation in any jurisdiction throughout the world, and such Assignor shall reasonably cooperate therewith. Each Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by the Assignee in writing.

Section 1.05. **Governing Agreement.** This Agreement is expressly made subject to the terms and provisions of the Purchase Agreement. This Agreement shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

Section 1.06. **Successors and Assigns.** The provisions of this Agreement shall bind the Assignors and their respective successors and permitted assigns and inure to the benefit of Assignee and its successors and permitted assigns.

Section 1.07. **Interpretation.** Titles and headings to articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard

to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 1.08. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts (including by means of emailed or telecopied signature pages), all of which taken together shall constitute one and the same instrument.

Section 1.09. **Governing Law.** This Agreement shall be exclusively interpreted and governed by the Laws of the State of Delaware, without regard to its conflict of law provisions. The parties hereby irrevocably consent and voluntarily submit in any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby to personal jurisdiction in the State of Delaware in and by the federal, state and local courts located in the State of Delaware, and agree that they may be served with process in any such action by certified or registered mail, return receipt requested, as provided in Section 10.3 of the Purchase Agreement, or to their respective registered agents for service of process in the state of their incorporation or formation, as applicable.


Section 1.10. **Amendment.** This Agreement may be amended or modified only by a written instrument executed by the Assignors and Assignee.

[Signature Page Follows]

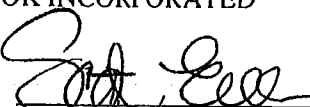
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

"ASSIGNORS"

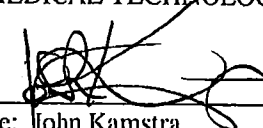
COOK MEDICAL LLC

By: 
Name: Peter Yonkman
Title: President

COOK INCORPORATED

By: 
Name: Scott Eells
Title: Chief Operating Officer and Executive Vice President

COOK MEDICAL TECHNOLOGIES LLC

By: 
Name: John Kamstra
Title: Secretary - Treasurer

"ASSIGNEE"

IZI MEDICAL PRODUCTS, LLC

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

"ASSIGNORS"

COOK MEDICAL LLC

By: _____
Name:
Title:

COOK INCORPORATED

By: _____
Name:
Title:

COOK MEDICAL TECHNOLOGIES LLC

By: _____
Name:
Title:

"ASSIGNEE"

IZI MEDICAL PRODUCTS, LLC


By:  _____
Name: Don Pierce
Title: Chairman

Exhibit A

Assigned IP

See Attached.

Products Intellectual Property

Description of Intellectual Property	Publication Number and Date	Application Number and Date	Type of Intellectual Property	Jurisdiction	Designation	Owner	Security Interest Assignments
Cement delivery needle	US6749595B1 5/27/2004	09/594,167 6/15/2000	Patent	United States		Kieran Murphy, MD ¹	None.
	US6752791B2 6/3/2004	10/285,889 11/1/2002	Patent	United States		CMT LLC and Kieran Murphy, MD ²	
Needle control device	US6488667B1 11/14/2002	09/594,151 6/15/2000	Patent	United States		Kieran Murphy, MD ³	
	US6273916B1 8/14/2001	09/425,480 10/22/1999	Patent	United States		Kieran Murphy, MD ⁴	
Method and apparatus for strengthening vertebral bodies	US7563265B1 7/21/2009	09/594,685 6/16/2000	Patent	United States		Kieran Murphy, MD ⁵	
	CA2287112C 2/19/2008	CA2287112 10/22/1999	Patent	Canada		Kieran Murphy, MD ⁶	

¹ Subject to January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.
² Subject to November 8, 2004 Assignment and Royalty Agreement between Dr. Murphy and Cook Incorporated.
³ Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.
⁴ Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.
⁵ Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.
⁶ Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.

Apparatus for Taking a Biopsy in a Hard Tissue	US6450973B1 9/17/2002	09/596,078 06/16/2000	Patent	United States		Kieran Murphy, MD ⁷
	US6916308B2 6/22/2005	09/875,532 6/6/2001	Patent	United States		CMT LLC
High pressure injection syringe	US7604618B2 9/30/2009	11/166,915 6/23/2005	Patent	United States		CMT LLC
	US7722090B2 5/5/2010	10/594,181 11/27/2007	Patent	United States		CMT LLC
Method and apparatus for an improved luer fitting connection	CA2561187C 5/28/2013	2561187 3/24/2005	Patent	Canada		CMT LLC
	EP1735045B1 1/11/2012	5729928.1 3/24/2005	Patent	European Union		
					Denmark	CMT LLC
					Germany	CMT LLC
					Ireland	CMT LLC
Italy	CMT LLC					
Netherlands	CMT LLC					
United Kingdom	CMT LLC					

⁷ Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.

	JP4968607B2 7/4/2012	2007505233 3/24/2005	Patent	Japan		CMT LLC	
Apparatus for an improved high pressure medicinal dispenser	US8372030B2 1/23/2013	10/593,949 10/12/2007	Patent	United States		CMT LLC	
	AU2005231716B2 8/5/2010	2005231716 3/24/2005	Patent	Australia		CMT LLC	
	USD517209 2/22/2006	29/202,141 3/26/2004	Patent	United States		CMT LLC	
	USD511211 10/12/2005	29/202,488 3/31/2004	Patent	United States		CMT LLC	
Description of Intellectual Property VERTTEFIX	3,532,472 November 11, 2008	Trademark	United States European Union Japan South Korea Switzerland Australia	Cook Incorporated	None.		
	2557932 June 18, 2003						
	4606514 September 20, 2002						
	557, 859 August 29, 2003						
	498128 April 23, 2002						
	901999 August 19, 2002						

DURO-JECT	2,984,201	Trademark	United States	Cook Incorporated
	August 9, 2005		Canada	
	694198		European Union	
	August 16, 2017		Japan	
	3949765		South Korea	
	September 22, 2005		Switzerland	
	4835583		Australia	
	January 28, 2005		United States	
	633116		Canada	
	September 28, 2005		European Union	
526202	Japan	Cook Incorporated		
September 28, 2004	Switzerland			
1012742	Australia			
February 14, 2005	United States			
3,259,525	Canada			
July 3, 2007	European Union			
695,856	Japan			
September 7, 2007	Switzerland			
005230693	Australia			
December 21, 2010	United States			
5013246	Canada	Cook Incorporated		
December 22, 2006	European Union			
550512	Japan			
July 28, 2006	Switzerland			
1126728	Australia	Cook Incorporated		
July 28, 2006	United States			
OSTEO-FORCE				

OSTEO-SITE	2,450,167 May 8, 2001	Trademark	United States	Cook Incorporated			
	827928 August 4, 2000					Australia	
	556973 January 28, 2002					Canada	
	1547975 April 6, 2001					European Union	
	4475281 May 18, 2001					Japan	
	497332 July 11, 2001					South Korea	
	493454 January 7, 2002					Switzerland	
	3,259,524 July 3, 2007					United States	Cook Incorporated
	695,855 September 7, 2007					Canada	
	5230784 June 5, 2007					European Union	
5013247 December 22, 2006	Japan						
550511 July 28, 2006	Switzerland						
1126729 July 28, 2006	Australia						
N/A	N/A	Cook Incorporated					
		None.					
MINIMIX		Unregistered Trademark					

License and Royalty Agreements

License Agreement, dated May 1, 2006, by and between ArthroCare Corporation and Cook Incorporated, for a license grant to sell certain ArthroCare products for a quarterly royalty payment of four (4%) percent of Cook's net sales of the certain licensed products (the "ArthroCare Agreement").

License Agreement, effective January 1, 2002, by and between Kieran Murphy, M.D. and Cook Incorporated for a license grant for certain patent and technology rights in exchange for a five (5%) percent royalty payment of net sales of licensed products and combination products, plus a three (3%) percent royalty payment of net sales of bone cement as a component of a kit containing pieces of surgical equipment used to perform vertebroplasty, but does not include any licensed products.

Assignment and Royalty Agreement, dated November 8, 2004, by and between Cook Incorporated and Kieran Murphy, for the transfer of ownership of a certain bone cement injector product, Cook catalog # Duro 100 (200) in exchange for royalty payments of three (3%) percent of net sales of the products.