## 504841457 03/28/2018

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JAMES C. MERK	03/21/2017

### **RECEIVING PARTY DATA**

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

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

Property Type	Number
Application Number:	15936753

### **CORRESPONDENCE DATA**

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SIGNATURE:	/DAO/
DATE SIGNED:	03/28/2018

### **Total Attachments: 3**

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PATENT 504841457 REEL: 045375 FRAME: 0596

PA-8005 PATENT

### ASSIGNMENT AND AGREEMENT

WHEREAS, I/We, James C. Merk, residing at 7900 Jacob Court, Terre Haute, IN 47802, USA (the "Inventor(s)"), have invented a certain invention or inventions related to "PROSTHESIS WITH FLEXIBLE STENT" and being described in U.S. Provisional Application No. 62/478,300 \_\_\_\_\_, filed on \_March 29, 2017 \_\_\_\_; U.S. Nonprovisional Application No. \_\_\_\_\_\_, filed on \_\_\_\_\_\_, filed on \_\_\_\_\_\_\_; PCT Application No. \_\_\_\_\_\_\_, filed on \_\_\_\_\_\_\_; 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 numbers and filing dates when they become known.)

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.

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.

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

PATENT REEL: 045375 FRAME: 0597 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.

Dated:	21 March 2017	Janc. MM
		James C. Merk
		V
State of I		
County o	of Monsoe) ss:	
On this _	21st day of March	, 2017, before me personally came
		he individual described in and who executed the
foregoing	instrument, and acknowled	aged execution of the same.
		1) and Margarett
		Notary Public
	*	Notary Public Residing in Mensee County
	<u>-</u> .	
My Comr	mission Expires:	
		DIANE SEMPSROTT  NOTARY PUBLIC  STATE OF INDIANA
		MY COMM. EXPIRES 9-18-2017

Signed for and on behalf of COOK INCORPORATED  This 23 telday of
Thomas A. Osborne, Sr. Vice President IP Growth and Development
State of Indiana )
) ss: County of Monroe )
On this <u>3</u> day of <u>March</u> , 2017, before me personally came <u>Thomas A. Osborne</u> , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.
Countre A. Humphey Notary Publid Residing in Monroe County
My Commission Expires: February 12, 2025