#### 505510338 06/05/2019

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT5557142 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
DARIN G. SCHAEFFER	08/20/2007
SCOTT E. BOATMAN	08/13/2007
JAY A. DITTMAN	08/08/2007

### **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:	15008631

### 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: 3123214200

Email: usassignments@brinksgilson.com, pnelles@brinksgilson.com

**Correspondent Name:** JANET A. PIOLI

Address Line 1: **BRINKS GILSON & LIONE** 

Address Line 2: P.O. BOX 10395

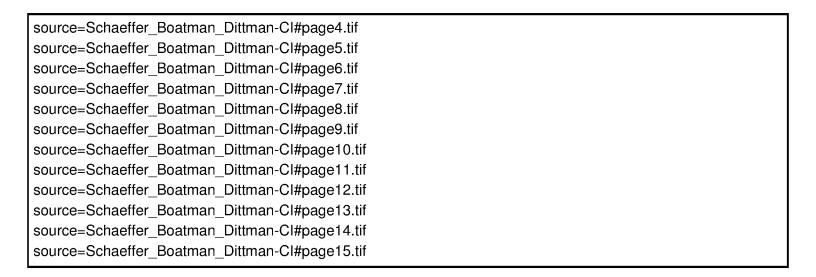
Address Line 4: CHICAGO, ILLINOIS 60610

ATTORNEY DOCKET NUMBER: 12730-1280 **NAME OF SUBMITTER:** JANET A. PIOLI SIGNATURE: /Janet A. Pioli/ **DATE SIGNED:** 06/05/2019

#### **Total Attachments: 15**

source=Schaeffer\_Boatman\_Dittman-Cl#page1.tif source=Schaeffer\_Boatman\_Dittman-CI#page2.tif source=Schaeffer Boatman Dittman-CI#page3.tif

> **PATENT** REEL: 049381 FRAME: 0705 505510338



PATENT REEL: 049381 FRAME: 0706

#### ASSIGNMENT AND AGREEMENT

For value received, we, Darin G. Schaeffer, residing at 3011 S. Market Place, Bloomington, Indiana 47403, U.S.A., Scott E. Boatman, residing at 920 E. University Street, Bloomington, Indiana 47401, U.S.A., and Jay A. Dittman, residing at 5738 Crestview Avenue, Indianapolis, Indiana 46220, U.S.A., hereby sell, assign, and transfer to Cook Incorporated, a corporation of the State of Indiana, having an office at 750 N. Daniels Way, Bloomington, IN, 47404, U.S.A., and its successors and legal representatives, hereinafter collectively "Cook," and

For value received, I, David Earnest Hartley, residing at <u>2 View Street</u>, <u>Subiaco</u>, <u>Western Australia 6008</u>, <u>Australia</u>, hereby sell, assign, and transfer to <u>William Cook Australia Pty. Ltd.</u>, a corporation of Australia, having an office at 12 Electronics Street, Brisbane Technology Park, Eight Mile Plains, Brisbane, Queensland AUSTRALIA 4113, and its successors and legal representatives, hereinafter collectively "Cook Australia,"

the entire right, title and interest, for the United States of America, in and to certain inventions related to "Stent with a Crush Resistant Zone", described in U.S. Provisional Application Serial No. 60/811,159, filed on June 6, 2006, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 11/810,533 filed on June 6, 2007 and all the rights and privileges in said applications 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 for said inventions, together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents. We also concurrently hereby sell, assign and transfer to Cook and Cook Australia the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the applications aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

-1-

We authorize Cook and Cook Australia 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 said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Cook and Cook Australia to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to Cook and Cook Australia in the United States and in all countries foreign to the United States, or to such nominees as Cook may designate.

We agree that, when requested, we shall, without charge to Cook and Cook Australia but at their expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

August 20th, 2007 We S. School Darin G. Schaeffer

DATED:	August 13, 2007	Scott E. Boatman
DATED:		Jay A. Dittman
DATE:		David Earnest Hartley
WITNESSED:		
DATE:		
DATE:		

STATE OF Indiana)	
STATE OF Indiana) COUNTY OF Monroe) ss.	
I, <u>Christine Humphrey</u> , A  State aforesaid, do hereby certify that <u>Darin G. Schaeff</u> person whose name is subscribed to the foregoing in person and acknowledged that he signed, sealed and de voluntary act for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have here  20 day of <u>August</u> , 2007.	strument, appeared before me this day in elivered the said instrument as his free and
No	Anistène Hunghey tary Public
(SEAL)	ally rubile
My Commission Expires:	
STATE OF Indiana)	
STATE OF Indiana) COUNTY OF Monroe) ss.	
State aforesaid, do hereby certify that Scott E. Boatmar person whose name is subscribed to the foregoing ins person and acknowledged that he signed, sealed and del voluntary act for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have here a day of	n, personally known to me to be the same strument, appeared before me this day in livered the said instrument as his free and
My Commission Expires: July 2, 2009	bristine Humphey ary Public

- 4 -

STATE OF IN )
COUNTY OF Boone ) ss.
I, Margaret L. Marany, A Notary Public in and for the County and State aforesaid, do hereby certify that Jay A. Dittman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of August , 2007.
Mayart a Marony Notary Public

(SEAL)

My Commission Expires:

Margaret L. Maroney
Notary Public, State Of Indiana
Boone County
My Commission Expires
July 20, 2009

#### ASSIGNMENT AND AGREEMENT

For value received, we, Darin G. Schaeffer, residing at 3011 S. Market Place, Bloomington, Indiana 47403, U.S.A., Scott E. Boatman, residing at 920 E. University Street, Bloomington, Indiana 47401, U.S.A., and Jay A. Dittman, residing at 5738 Crestview Avenue, Indianapolis, Indiana 46220, U.S.A., hereby sell, assign, and transfer to Cook Incorporated, a corporation of the State of Indiana, having an office at 750 N. Daniels Way, Bloomington, IN, 47404, U.S.A., and its successors and legal representatives, hereinafter collectively "Cook," and

For value received, I, David Earnest Hartley, residing at <u>2 View Street</u>, <u>Subjaco</u>, <u>Western Australia</u> <u>6008</u>, <u>Australia</u>, hereby sell, assign, and transfer to <u>William Cook Australia Pty. Ltd.</u>, a corporation of Australia, having an office at 12 Electronics Street, Brisbane Technology Park, Eight Mile Plains, Brisbane, Queensland AUSTRALIA 4113, and its successors and legal representatives, hereinafter collectively "Cook Australia,"

the entire right, title and interest, for the United States of America, in and to certain inventions related to "Stent with a Crush Resistant Zone", described in U.S. Provisional Application Serial No. 60/811,159, filed on June 6, 2006, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 11/810,533 filed on June 6, 2007 and all the rights and privileges in said applications 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 for said inventions, together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents. We also concurrently hereby sell, assign and transfer to Cook and Cook Australia the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the applications aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

-1-

We authorize Cook and Cook Australia 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 said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Cook and Cook Australia to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to Cook and Cook Australia in the United States and in all countries foreign to the United States, or to such nominees as Cook may designate.

We agree that, when requested, we shall, without charge to Cook and Cook Australia but at their expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

August 20th, 2007

Darin G. Schaeffer

DATED:	August 13, 2007	Scott E. Boatman
DATED:		Jay A. Dittman
DATE: WITNESSED:		David Earnest Hartley
DATE:		
DATE:		

STATE OF Indiana)	
STATE OF Indiana ) COUNTY OF Monroe) ss.	
State aforesaid, do hereby certify that <u>Darin G. State</u> person whose name is subscribed to the foregoing person and acknowledged that he signed, sealed a voluntary act for the uses and purposes therein set	ing instrument, appeared before me this day in and delivered the said instrument as his free and
	Conistene Hunghey Notary Public
(SEAL)	Notary Fublic
My Commission Expires:	•
STATE OF Indiana) county of Monroe) ss.	
COUNTY OF Morrol) ss.	
State aforesaid, do hereby certify that Scott E. Bo person whose name is subscribed to the foregoin person and acknowledged that he signed, sealed a voluntary act for the uses and purposes therein set IN WITNESS WHEREOF, I have day of here in the signed, 2007.	ng instrument, appeared before me this day in and delivered the said instrument as his free and
My Commission Expires: July 2,2009	Christine Humphey Notary Public

-4-

STATE OF LAW )
) ss.
) ss. COUNTY OF Boxel )
I, Margaret L. Marany, A Notary Public in and for the County and State aforesaid, do hereby certify that Jay A. Dittman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of August 2007.
Man & A Maran
Margant A Marony Notary Public

(SEAL)

My Commission Expires:

Margaret L. Maroney Notary Public, State Of Indiana Boone County My Commission Expires July 20, 2009

#### ASSIGNMENT AND AGREEMENT

For value received, we, Darin G. Schaeffer, residing at 3011 S. Market Place, Bloomington, Indiana 47403, U.S.A., Scott E. Boatman, residing at 920 E. University Street, Bloomington, Indiana 47401, U.S.A., and Jay A. Dittman, residing at 5738 Crestview Avenue, Indianapolis, Indiana 46220, U.S.A., hereby sell, assign, and transfer to Cook Incorporated, a corporation of the State of Indiana, having an office at 750 N. Daniels Way, Bloomington, IN, 47404, U.S.A., and its successors and legal representatives, hereinafter collectively "Cook," and

For value received, I, David Earnest Hartley, residing at <u>2 View Street</u>, <u>Subiaco</u>, <u>Western Australia 6008</u>, <u>Australia</u>, hereby sell, assign, and transfer to <u>William Cook Australia Pty. Ltd.</u>, a corporation of Australia, having an office at 12 Electronics Street, Brisbane Technology Park, Eight Mile Plains, Brisbane, Queensland AUSTRALIA 4113, and its successors and legal representatives, hereinafter collectively "Cook Australia,"

the entire right, title and interest, for the United States of America, in and to certain inventions related to "Stent with a Crush Resistant Zone", described in U.S. Provisional Application Serial No. 60/811,159, filed on June 6, 2006, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 11/810,533 filed on June 6, 2007 and all the rights and privileges in said applications 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 for said inventions, together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents. We also concurrently hereby sell, assign and transfer to Cook and Cook Australia the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the applications aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

-1-

We authorize Cook and Cook Australia 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 said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Cook and Cook Australia to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to Cook and Cook Australia in the United States and in all countries foreign to the United States, or to such nominees as Cook may designate.

We agree that, when requested, we shall, without charge to Cook and Cook Australia but at their expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

August 20th, 2007

Darin G. Schaeffer

DATED:		Scott E. Boatman
DATED:	August 08, 1807	Jay A. Dittman
DATE:		David Earnest Hartley
WITNESSED:		.1
DATE:	8-8-01	Margat & Marony
DATE:		

STATE OF Indiana)	
STATE OF Indiana ) COUNTY OF Monroe) ss.	
State aforesaid, do hereby certify that <u>Darin G. State</u> person whose name is subscribed to the foregoing person and acknowledged that he signed, sealed a voluntary act for the uses and purposes therein set	ing instrument, appeared before me this day is and delivered the said instrument as his free and
	Conistine Hunghay Notary Public
(SEAL)	O O
My Commission Expires:	
STATE OF Indiana)	
STATE OF Indiana) COUNTY OF Monroe) ss.	
State aforesaid, do hereby certify that Scott E. Bo person whose name is subscribed to the foregoing person and acknowledged that he signed, sealed a voluntary act for the uses and purposes therein set IN WITNESS WHEREOF, I have day of here in the signed, 2007.	ng instrument, appeared before me this day in and delivered the said instrument as his free and
My Commission Expires: July 2, 2009	Christine Humphey Notary Public

-4-

STATE OF IN ) ss. COUNTY OF Bone )

I, Margaret L. Marsury, A Notary Public in and for the County and State aforesaid, do hereby certify that Jay A. Dittman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of August, 2007.

Margat & Marony Notary Public

(SEAL)

My Commission Expires:

Margaret L. Maroney
Notary Public, State Of Indiana
Boone County
My Commission Expires
July 20, 2009