# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6313088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
MARK D. DALY	09/13/2019

# **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:	17026529

# **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.

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

jschumaker@brinksgilson.com

**Correspondent Name:** TREVOR K. COPELAND Address Line 1: **BRINKS GILSON & LIONE** 

Address Line 2: POB 10395

Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	10922-1228 (PA-8192-RFB)
NAME OF SUBMITTER:	TREVOR K. COPELAND
SIGNATURE:	/Trevor K. Copeland/
DATE SIGNED:	09/23/2020

#### **Total Attachments: 7**

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> **PATENT** REEL: 053856 FRAME: 0250

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> PATENT REEL: 053856 FRAME: 0251

#### ASSIGNMENT AND AGREEMENT

WHEREAS, I/We, <u>Mark D. Daly</u> , residing at <u>548 E</u>	<u> E. Lavender Court, Ellettsville,</u>
IN 47429 (the "Inventor(s)"), have invented a certa	in invention or inventions
related to "METHOD OF MANUFACTURING A SILIC	CONE MEDICAL BALLOON"
and being described in U.S. Provisional Application I	No. <u>62/907,203</u> ,
filed on September 27, 2019; U.S. Nonprovisional A	pplication No
17/026,529 , filed on September 21, 2020 ; PC	T Application No
, filed on; an	d any and all applications
claiming the benefit thereof including the right of p	
"Inventions"). (I/We hereby consent to the patent a	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. ("<u>Assignee</u>"), 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 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: /35ept 2019	mont
·	Mark D. Daly
State of Indiana )	
County of Owen ) ss:	
On this 13th day of September	, 2019, before me personally came
	ndividual described in and who executed
the foregoing instrument, and acknow	rledged execution of the same.
	Jawny Word Notary Public
	Notary Public

Residing in Own

My Commission Expires: 30 NOV 2024

County

Signed for and on behalf of COOK INCORPORATED This 6 day of September, 2	Thomas A. Osborne, Sr. Vice President IP Growth and Development
State of Indiana ) ) ss:	
County of Monroe )	
On this 16th day of Septem	Lbee_, 2019, before me personally came
	to be the individual described in and who
executed the foregoing instrument	A and acknowledged execution of the same.  **Diane Sempsot**  Notary Public  Residing in **Donne** County
My Commission Expires:	\$17.000 AST
,	DIANE SEMPSROTT NOTARY PUBLIC STATE OF INDIANA MY COMM. EXPIRES 9-18-2025 COMMISSION NUMBER 703454

# 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	s Way, Bloomington, IN 47	404, U.S.A.
(" <u>Assignor</u> ") has, by virtue of assignr	nent, received right, title and	interest to a
certain invention or inventions relate	d to <u>""METHOD OF MANUFA</u>	CTURING A
<u>SILICONE MEDICAL BALLOON"</u> and	d being described in U.S.	Provisional
Application No. <u>62/907,203</u> , fi	led on September 27, 2019	U.S.
Nonprovisional Application No		
; PCT Application No		
; and any and all applicatio		
the right of priority (the " <u>Invention</u> " o	or " <u>Inventions</u> "). (I/We hereb	y consent to
the patent attorney entering the ser	ial 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).

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.

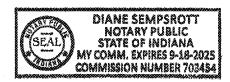
Signed for and on behalf of	
COOK INCORPORATED	
This laday of Scotember, 2019	
Lways Megazin	1
Thomas A. Osborne, Sr. Vice Pre-	sident
IP Growth and Development	

State of Indiana	)	
	)	SS:
County of Monroe	)	

On this <u>(Carther)</u>, 2019, 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.

Notary Public
Residing in Notary County

My Commission Expires:



Signed for and on behalf of
COOK MEDICAL TECHNOLOGIES LLC
This day of September, 2019

Daniel R. Kaiser, Vice President
Global Research & Development

State of Indiana
) ss:
County of Monroe

On this day of September, 2019, before me personally came
Daniel R. Kaiser, to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged execution of the same.

Auan Sempsrott
Notary Public
Residing in Manne County

My Commission Expires:

DIANE SEMPSROTT
NOTARY PUBLIC
STATE OF INDIANA

COMMISSION NUMBER 703454