

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Neen Design Limited	02/15/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Patterson Medical Limited
Street Address:	Nunn Brook Road, Huthwaite
City:	Sutton-In-Ashfield, Nottinghamshire
State/Country:	UNITED KINGDOM
Postal Code:	NG17 2HU
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	5800501
Patent Number:	D458681
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	70000672-0001 (BRM)
NAME OF SUBMITTER:	Brian R. McGinley
Total Attachments: 5 source=NOT_L001-2685226-v1-PATENT ASSIGNMENT NEEN DESIGN#page1.tif source=NOT_L001-2685226-v1-PATENT ASSIGNMENT NEEN DESIGN#page2.tif source=NOT_L001-2685226-v1-PATENT ASSIGNMENT NEEN DESIGN#page3.tif	

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**PATENT**  
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**THIS DEED** is made on

15<sup>th</sup> February

2011

**BETWEEN**

- (1) NEEN DESIGN LIMITED (registered number 04448906) whose registered office is at Nunn Brook Road, Huthwaite, Sutton-in-Ashfield, Nottinghamshire, NG17 2HU (the "**Assignor**"); and
- (2) PATTERSON MEDICAL LIMITED (registered number 04374752) whose registered office is at Nunn Brook Road, Huthwaite, Sutton-in-Ashfield, Nottinghamshire, NG17 2HU (the "**Assignee**").

**BACKGROUND**

- (A) The Assignor has applied under the application numbers listed in **Part 1** of the **Schedule 1** (the "**Listed Applications**") to register patents for the inventions disclosed in the said applications. The Assignor is also the registered proprietor of those patents detailed in **Part 2** of **Schedule 1** (the "**Listed Patents**").
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms and conditions set out in this Deed.

**OPERATIVE PROVISIONS**

1. **DEFINITIONS**

"**Inventions**"

the Inventions disclosed in the Patents

"**Patents**"

(a) the Listed Patents and Listed Applications;

(b) all patents granted pursuant to the patent applications referred to in paragraph (a) of this definition,

(c) any patents otherwise taking priority from or based on the patents referred to in paragraphs (a) of this definition; and

(c) any continuations, divisions, reissues, re-examinations, extensions, substitutions and continuations in part in respect of any of the patent applications or patents mentioned in this definition.

2. **ASSIGNMENT**

2.1 The Assignor hereby assigns to the Assignee absolutely with effect from the date of this Deed and with full title guarantee:

2.1.1 the Assignor's right to apply for, prosecute and obtain patent or similar protection throughout the world for the Inventions claimed in the Patents and the right to claim priority therefrom (including without limitation under the Paris Convention when making applications in countries or territories outside the UK), so that the grant of any patent or similar protection shall be in the name of and vest in the Assignee;

2.1.2 all the rights of the Assignor to, and its title to and interest in, the Patents including without limitation such right, title and interest in any further applications for patents for the same Inventions so that the grant of any patents thereon shall be in the name of and vest in the Assignee; and

2.1.3 all and any other rights and powers arising or accruing from the Patents including without limitation the right to sue for damages and to have the benefit of any other remedies for infringement including infringement of any patents granted under the Listed Applications occurring before the date of this Deed.

3. **ASSIGNOR'S COVENANTS**

The Assignor agrees at the expense of the Assignee to execute such further documents, and take such actions and do such things as may be reasonably requested by the Assignee, to give full effect to the terms of this Deed, and to secure the full right, title and interest of the Assignee in the Applications, the Inventions and the Patents.

4. **COUNTERPARTS**

This Deed may be executed in any number of counterpart agreements each of which, when executed, shall be deemed to form part of and together constitute this Deed.

5. **GOVERNING LAW AND JURISDICTION**

The formation, existence, construction, performance, validity and all aspects whatsoever of this Deed or of any term of this Deed shall be governed by the law of England. The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed. The parties irrevocably agree to submit to that jurisdiction.

**SCHEDULE 1****Part 1: The Listed Applications**

<b>Country</b>	<b>Patent No.</b>	<b>Title</b>	<b>Priority Date</b>
WIPO	WO9517922	INTRAVAGINAL OR INTRARECTAL ELECTRODE	24/12/1993
UK	GB2284991	INTRAVAGINAL OR INTRARECTAL ELECTRODE	24/12/1993
AUSTRIA	AT197555	INTRAVAGINAL OR INTRARECTAL ELECTRODE	24/12/1993
AUSTRALIA	AU1321395	INTRAVAGINAL OR INTRARECTAL ELECTRODE	24/12/1993
GERMANY	DE69426310	INTRAVAGINAL OR INTRARECTAL ELECTRODE	24/12/1993
USA	US5800501	INTRAVAGINAL OR INTRARECTAL ELECTRODE	24/12/1993
WIPO	WO0162352	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
SPAIN	ES2223791	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
AUSTRIA	AT270913	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
AUSTRALIA	AU781053	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
CANADA	CA2400287	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
GERMANY	DE60104285	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000

DENMARK	DK1257328	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
JAPAN	JP2003523273	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
PORTUGAL	PT1257328	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
TURKEY	TR200401818	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
USA	US2004038783	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000

**Part 2: The Listed Patents**

<b>Country</b>	<b>Patent No.</b>	<b>Title</b>	<b>Priority Date</b>
USA	USD458681	INTRAVAGINAL DEVICE	26/04/2000
AUSTRALIA	AU3577501	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
EUROPEAN PATENT OFFICE	EP1257328	DEVICE FOR EXERCISING PELVIC FLOOR MUSCLES	25/02/2000
EUROPEAN PATENT OFFICE	EP0735908	INTRAVAGINAL OR INTRARECTAL ELECTRODE	24/12/1993

This document has been executed and delivered as a deed on the date stated at the beginning of this document.

**EXECUTED as a DEED**

by NEEN DESIGN LIMITED acting by )

[NAME] *CAROLE MARY BINKS* )

*CMS*

**Director**

in the presence of: *CLAIRE PORTER*

Witness Signature: *C Porter*

Witness Name: *CLAIRE PORTER*

Witness Address: *64 RUSSELL STREET, SUTTON-IN-ASHFIELD NOTTS*  
*NG17 4BE*

Witness Occupation: *ASSISTANT ACCOUNTANT*

**EXECUTED as a DEED**

by PATTERSON MEDICAL LIMITED acting by )

[NAME] *Andrew Booker* )

*AB*

**Director**

in the presence of: *STEPHEN LIGHTFOOT*

Witness Signature: *SL*

Witness Name: *STEPHEN LIGHTFOOT*

Witness Address: *59 BETTS AVENUE, HUCKNALL, NOTTINGHAM NG15 6UP*

Witness Occupation: *ASSISTANT ACCOUNTANT*