### PATENT ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### CONVEYING PARTY DATA

Name	Execution Date
JONATHAN FRANK MICHAEL FAHY	06/14/2011
PLASTIQUE LIMITED	06/14/2011

### RECEIVING PARTY DATA

Name:	SMITH & NEPHEW MEDICAL LIMITED
Street Address:	101 HESSLE ROAD
City:	HULL
State/Country:	UNITED KINGDOM
Postal Code:	HU3 2BN

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29389676

#### CORRESPONDENCE DATA

Fax Number: (949)760-9502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: EFILING@KMOB.COM

KNOBBE MARTENS OLSON & BEAR LLP Correspondent Name:

Address Line 1: 2040 MAIN STREET Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	SMNPH.183DUS

NAME OF SUBMITTER: Vladislav Z. Teplitskiy

Total Attachments: 5

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> **PATENT** REEL: 026609 FRAME: 0066

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# ASSIGNMENT AGREEMENT

WHEREAS, I, JONATHAN FRANK MICHAEL FAHY, a British citizen, residing at 151 Hunt Road, Tonbridge, Kent TN10 3BJ United Kingdom ("INVENTOR") have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Invention") disclosed in U.S. Design Patent Application No. 29/389,676, filed April 14, 2011, entitled PACKAGING (the "Application");

WHEREAS, Plastique Limited, a Great Britain limited liability company having offices at Decimus Park, Kingstanding Way, Tunbridge Wells, Kent TN2 3GP United Kingdom ("Plastique") employed INVENTOR at the time the Invention was made, and by virtue of INVENTORS' employment with Plastique, Plastique became the owner of all rights to the Invention and the Application (the INVENTOR and Plastique collectively referred to herein as "ASSIGNORS");

WHEREAS, Smith & Nephew Medical Limited, a Great Britain limited liability company having offices at 101 Hessle Road, Hull HU3 2BN United Kingdom ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

WHEREAS, INVENTOR has been directed by Plastique to execute an assignment of the Invention and Application to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS agree to assign and do hereby assign to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any of ASSIGNORS' improvements thereto, whether conceived and/or reduced to practice by each of the ASSIGNORS alone or jointly with anyone else;
- B. The Application, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications or any other priority applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country, including without limitation United Kingdom Design Registration No. 4017445, filed October 15, 2010, and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents, design application registrations, or registered designs which may be granted on the Application and the Related Applications, including but not limited to all PCT applications and all National Phase and Regional Phase applications therefrom, and all reissues, re-examinations, renewals, and extensions of such patents, design application registrations, or registered designs.
- C. Those items of ASSIGNORS' tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results,

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designs, materials, computer programs and data, lab notebooks and portions thereof, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All claims and causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNORS have knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNORS' time or legal expense. ASSIGNORS do also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

# AND ASSIGNORS FURTHER AGREE AS FOLLOWS:

- A. This Assignment Agreement is binding on ASSIGNORS, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any of the ASSIGNORS, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNORS.
- B. If any of the ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.
- C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.
- D. Each of the ASSIGNORS acknowledge that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and each of the ASSIGNORS shall be effective. Further, this Assignment Agreement contains the

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entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this <u>しい</u>day of

Date

JONATHAN FRANK MICHAEL FAHY

Witness Signature

S.A. HUNT

Witness Name

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IN TESTIMONY WHEREOF, I hereunto	set my hand and seal thisday of
	Plastique Limited:  By:
	Name Printed: S. A. HUNT
	Title: TECHNICAL MANDER
	Date: 14' Sone 2011
	ACCEPTED BY:
	Smith & Nephew Medical Limited:  By:
	Name Printed: MARTIN CONNORS  by Power of Attorney Mauge
	Date: 21 June 2011

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**RECORDED: 07/18/2011**