

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RADIUS PRODUCT DEVELOPMENT INC.	08/08/2011
RECEIVING PARTY DATA	
Name:	SMITH & NEPHEW PLC
Street Address:	15 ADAM STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	WC2N 6LA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29351416
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ATTORNEY DOCKET NUMBER:	SMNPH.126DA
NAME OF SUBMITTER:	Vladislav Z. Teplitskiy
Total Attachments: 2 source=SMNPH_126DA_ASSIGNMENT#page1.tif source=SMNPH_126DA_ASSIGNMENT#page2.tif	

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ASSIGNMENT

WHEREAS, MARIO A. GONZALEZ, a citizen of Colombia, residing at 115 Highland Avenue, Apt. 13, Somerville, Massachusetts 02143, ("INVENTOR") has conceived of an invention ("Invention") disclosed in U.S. Design Patent Application No. 29/351,416, filed December 4, 2009, entitled CANISTER ("Application");

WHEREAS, by assignment agreement dated January 21, 2010, INVENTOR assigned to Smith & Nephew PLC, a Great Britain public limited company having offices at 15 Adam Street, London WC2N 6LA United Kingdom ("ASSIGNEE") all rights to the Invention and the Application;

WHEREAS, Radius Product Development Inc. ("RADIUS"), a Massachusetts corporation having offices at 200 Union Street, Clinton, Massachusetts 01510 employed INVENTOR at the time the Invention was made, and by virtue of INVENTOR'S employment with RADIUS, RADIUS may have acquired rights to the Invention and the Application;

WHEREAS, ASSIGNEE desires to confirm that it has acquired 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;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, RADIUS hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, RADIUS' entire right, title, and interest throughout the world in, to, and under the said Invention, and the said Application and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent, Design Application, Design Registration, or Registered Design that may hereafter be filed for said Invention or for the said Application in any country or countries foreign to the United States; and RADIUS hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent, Design Applications, Design Registrations, or Registered Designs for said Invention and all Letters Patents, Design Applications, Design Registrations, or Registered Designs resulting from the Application to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

RADIUS does hereby sell, assign, transfer, and conveys to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Application and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon before or after issuance;

Application No.: 29/351,416
Filing Date: December 4, 2009

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RADIUS hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to RADIUS respecting the Application and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Application and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Application and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8th day of August, 2011.

Radius Product Development Inc.

By: Michael A. Susi

Name Printed: Michael A. Susi

Title: Managing Director

Date: August 8, 2011

ACCEPTED BY:

Smith & Nephew PLC

By: Martin Connors

Name Printed: MARTIN CONNORS

Title: Patent Manager
by Power of Attorney

Date: 11 August 2011

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