## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### CONVEYING PARTY DATA

Name	Execution Date		
Christophe Lecomte	09/23/2011		
Sindri P Sigurdsson	09/23/2011		
Larus Gunnsteinsson	10/03/2011		

### **RECEIVING PARTY DATA**

Name:	Ossur hf
Street Address:	Grjothals 5, IS-110
City:	Reykjavik
State/Country:	ICELAND

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13235324

### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: OSSUR.147A

NAME OF SUBMITTER: Allyson Brown

Total Attachments: 6

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## ASSIGNMENT AGREEMENT

WHEREAS, We, Christophe Lecomte, a citizen of France, residing at Aflagrandi 35, 107 Reykjavik, Iceland, Sindri P. Sigurdsson, a citizen of Iceland, residing at Giljaland 3, 108 Reykjavik, Iceland, Larus Gunnsteinsson, a citizen of Iceland, residing at Reydarkvisl 1, 110 Reykjavik, Iceland, Michael R. Friton, a citizen of the United States of America, residing at 5465 NW 213<sup>th</sup> Place, Portland, Oregon 97229, and Tobie D. Hatfield, a citizen of the United States of America, residing at 3378 Tempest Drive, Lake Oswego, Oregon 97035, ("ASSIGNORS") have conceived of an invention ("Invention") disclosed in a patent application entitled TRACTION DEVICE AND ASSOCIATED ATTACHMENT DEVICE FOR A PROSTHETIC RUNNING FOOT and filed in the United States Patent and Trademark Office on September 16, 2011, as Patent Application No. 13/235324 ("Application");

WHEREAS, Össur hf, an Iceland Corporation, having offices at Grjótháls 5, IS-110 Reykjavík, Iceland ("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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign 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 ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional 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 ("Related Applications"); all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents, design applications, design registrations, or registered designs which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents, design applications, design registrations, or registered designs.
- C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.
- D. All 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.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has 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, design applications, design registrations, or registered designs for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S 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 ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country

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or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent, Design Applications, Design Registrations, or Registered Designs for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

### AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- A. This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its 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 ASSIGNOR, 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 ASSIGNOR.
- B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S 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. ASSIGNOR acknowledges 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. ASSIGNOR acknowledges 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 ASSIGNOR shall be effective. Further, this Assignment Agreement contains the 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.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of SEPTENDER, 2011.

hristophe Lecomte

Witness Signature

levassur

Witness Name

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of

Sindri P. Sigurdsson

ness Signature

Witness Name

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IN	TESTIMONY	WHEREOF,	1	hereunto	set	my	hand	and	seal	this	- Salar	day	of
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Larus Gunnsteinsson
3/10/701/

	No.: 13/235324 September 16, 2011								Clier	R.147A Page 5			
IN	TESTIMONY, 2011.	WHEREOF,	I	hereunto	set	my	hand	and	seal	this	, <del></del>	day	of
				Mi	chael	R. F	riton						

Sign in presence of a Notary and have Notary attach Acknowledgement

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Sign in presence of a Notary and have Notary attach Acknowledgement

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> PATENT REEL: 027127 FRAME: 0631

**RECORDED: 10/26/2011**