## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
David Langlois	11/08/2011
Matheson Rittenhouse	12/06/2011
Yves Roy	11/14/2011

# **RECEIVING PARTY DATA**

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

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13248532

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	OSSUR.130A
NAME OF SUBMITTER:	Lincoln S. Essig

Total Attachments: 5

PATENT REEL: 027351 FRAME: 0178 DP \$40,00 13248

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> PATENT REEL: 027351 FRAME: 0179

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### ASSIGNMENT AGREEMENT

Filing Date: September 29, 2011

WHEREAS, We, David Langlois, a citizen of Canada, residing at 69 Dion St-Jacques-de-Leeds Canada G0N 1J0, Matheson Rittenhouse, a citizen of Canada, residing at 4584 Hingston Avenue Montreal Canada H4A 2K1, and Yves Roy, a citizen of Canada, residing at 154 du Temple Quebec City ("ASSIGNOR") have conceived of an invention ("Invention") disclosed in patent applications entitled PROSTHETIC AND ORTHOTIC DEVICES AND METHODS AND SYSTEMS FOR CONTROLLING THE SAME and filed in the United States Patent and Trademark Office, on September 29, 2011, as U.S. Patent Application No. 13/248,532 and International Patent Application PCT/U2011/054043 ("Applications");

WHEREAS, Ossur 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 Applications, 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:

- 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;
- The Applications, 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 Applications 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 Applications and any such Related Applications; and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.
- 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.
- All causes of action for infringement of or damage to all rights related to the Invention, the Applications, 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, Applications, 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 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 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.

ASSIGNMENT AGREEMENT

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### 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.

PATENT REEL: 027351 FRAME: 0181

ASSIGNMENT AGREEMENT

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

David Langlois

**PATENT REEL: 027351 FRAME: 0182**  4855746

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ASSIGNMENT AGREEMENT Client Code: OSSUR.130A/130WO

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 06 day of

mess Signature

Witness Name

**PATENT** 

**REEL: 027351 FRAME: 0183** 

# ASSIGNMENT AGREEMENT

Application Nos.: 13/248,532, PCT/U2011/054043

Filing Date: September 29, 2011

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14 day of November, 2011.

Yves-Roy

Date

2011-11-14

Witness Signature

in Beaumon

Witness Name

12236132 110711

> PATENT REEL: 027351 FRAME: 0184

**RECORDED: 12/08/2011**