PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DAMIAN SMITH	11/27/2012
HELENE LECOMTE	11/27/2012
ELLA MUMBY	11/28/2012

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:	29437181

CORRESPONDENCE DATA

Fax Number: 9497609502

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

Phone: 9497600404

Email: EFILING@KNOBBE.COM

Correspondent Name: KNOBBE MARTENS OLSON & BEAR LLP

Address Line 1: 2040 MAIN STREET

Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	SMNPH.231DUS
NAME OF SUBMITTER:	Vladislav Z. Teplitskiy
	This document serves as an Oath/Declaration (37 CFR 1.63).

PATENT

REEL: 029484 FRAME: 0321

Total Attachments: 6

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Title: MEDICAL DRESSING

Inventors: DAMIAN SMITH, HELENE LECOMTE, and ELLA MUMBY

Declaration

This Declaration is directed to the application identified above that:

Was filed **on November 14, 2012** as U.S. Design Application No. **29/437,181** and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventors

WHEREAS, above-identified Inventors (hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries (hereinafter "Invention") disclosed in Registered Community Design No. 002041673-001, registered on May 15, 2012, and in U.S. Design Patent Application No. 29/437,181 filed on November 14, 2012, which claims priority to the Registered Community Design No. 002041673-001 (the aforementioned applications, including the U.S. Design Patent Application, are collectively referred to hereinafter as the "Applications");

WHEREAS, ASSIGNOR is, or at the relevant time was, an employee of Smith & Nephew Medical Limited, a Great Britain limited liability company having offices at 101 Hessle Road, Hull HU3 2BN United Kingdom (hereinafter "ASSIGNEE");

WHEREAS, ASSIGNOR invented such Invention in the ordinary course of his or her employment with ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, 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 each ASSIGNOR alone or jointly with anyone else;
- B. The Applications, 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 Applications or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any

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Title: MEDICAL DRESSING

inventors: DAMIAN SMITH, HELENE LECOMTE, and ELLA MUMBY

foreign country, and all continuations, divisionals, and continuations in part of the Applications (collectively, "Related Applications"); and all U.S. and foreign patents, design application registrations, or registered designs which may be granted on the Applications 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 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, 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 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, legal representatives 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, his or her officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under his or her direction and control, and shall inure to the benefit of ASSIGNEE, its successors, legal representatives and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any 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 any 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.

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Title: MEDICAL DRESSING

Inventors: DAMIAN SMITH, HELENE LECOMTE, and ELLA MUMBY

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 each 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.

Λ		
Legal Name of inventor: DAMIAN SMITH		
Signature:	Date: _	27/11/12
/ Witnessed by:		***************************************
Witness Name (printed):		

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))		
Docket No.: SMNPH.231DUS	Page 4 of 6	
Title: MEDICAL DRESSING		
Inventors: DAMIAN SMITH, HELENE LECOMTE, and ELLA MUMBY		
Legal Name of inventor: HELENE LECOMTE		
Signature: <u>Hólew Lecourle</u>	Date: _2\ 10\() 2012	
Witnessed by: N C Fug		
Witness Name (printed): N C FR	γ	

COMBINED DECLARATION & ASSIGNMENT Application Data Sheet filed previously or cond	(37 CFR 1.63(e))
Docket No.: SMNPH.231DUS	Page 5 of 6
Title: MEDICAL DRESSING	
Inventors: DAMIAN SMITH, HELENE LECOMTE, and ELLA MUMBY	
Legal Name of inventor: ELLA MUMBY	
Signature: E. Mulay	Date: 28 11 12
Witnessed by:	
Witness Name (printed):	0.10. 201

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Title: MEDICAL DRESSING

Inventors: DAMIAN SMITH, HELENE LECOMTE, and ELLA MUMBY

ACCEPTED:

Smith & Nephew Medical Limited:

Name Printed: _

MARTIN CONNORS

Title: PATEN

by Power of Attorney

Date: ___

14 DECEMBER 2012

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PATENT REEL: 029484 FRAME: 0328

RECORDED: 12/17/2012