

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Edward Hartwell	11/16/2012
RECEIVING PARTY DATA	
Name:	T.J. SMITH & NEPHEW LIMITED
Street Address:	PO Box 81, 101 Hesse Road
City:	Hull
State/Country:	UNITED KINGDOM
Postal Code:	HU3 2BN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12746492
CORRESPONDENCE DATA	
Fax Number:	9497609502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3105513450
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET, 14TH FLOOR
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	SMNPH.087APC
NAME OF SUBMITTER:	Kregg A. Koch
Total Attachments: 15 source=2012-11-29 Signed_Assignment - Multiple Inventors - SMNPH.000GEN#page1.tif source=2012-11-29 Signed_Assignment - Multiple Inventors - SMNPH.000GEN#page2.tif source=2012-11-29 Signed_Assignment - Multiple Inventors - SMNPH.000GEN#page3.tif source=2012-11-29 Signed_Assignment - Multiple Inventors - SMNPH.000GEN#page4.tif source=2012-11-29 Signed_Assignment - Multiple Inventors - SMNPH.000GEN#page5.tif	

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ASSIGNMENT

WHEREAS, I/We, identified in the table below, am/are a citizen of the country as listed below and reside or receive mail at the address listed below (hereinafter individually and/or collectively referred to as "ASSIGNOR"),

Inventor	Country of Citizenship	Address
Bryan Greener	GB	12 Norway Drive, York, YO10 4NY, United Kingdom
Edward Yerbury Hartwell (also named in some of the applications listed below as Edward Hartwell)	GB	c/o Smith & Nephew Research Centre, York Science Park, Heslington, York YO10 5DF, United Kingdom
Carl Saxby	GB	c/o Smith & Nephew Research Centre, York Science Park, Heslington, York YO10 5DF, United Kingdom
Kristian David Hall	GB	<u>5 WINDMILL WAY, HESSLE,</u> <u>HU13 9QA, UNITED KINGDOM</u> initials: <u>KH</u> Date: <u>29/11/12</u>
Derek Nicolini	GB	c/o Smith & Nephew Research Centre, York Science Park, Heslington, York YO10 5DF, United Kingdom
John Kenneth Hicks	GB	c/o Smith & Nephew Research Centre, York Science Park, Heslington, York YO10 5DF, United Kingdom
Jonathan Chappel	GB	c/o Smith & Nephew Research Centre, York Science Park, Heslington, York YO10 5DF, United Kingdom

We hereby authorize handwritten changes to be made by any of the Inventors listed above with respect to that Inventor's name, country of citizenship or address, including the insertion of the address of Kristian David Hall. We hereby authorize and request the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20,995 to include these handwritten changes in any copies of this document executed by any of the Inventors. This Assignment shall not be unenforceable if the address of Kristian David Hall is not provided or inserted above.

WHEREAS, ASSIGNOR has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries disclosed in the application(s) and/or patent(s) identified in the table below, respectively (individually or collectively referred to herein as "Inventions"):

U.S. App. No. Filing Date Title	PCT App. No. Filing Date (S&N Ref/Atty. Docket No.)	Other Foreign or Priority App. No. Filing Date	INVENTOR(S)
12/596,831 20-Oct-2009 A FOAM MATERIAL FOR MEDICAL USE AND METHOD FOR PRODUCING SAME	PCT/GB2008/050268 17-Apr-2008 (3220US/ SMNPH.052APC)	GB2007000007758 21-Apr-2007	Bryan Greener
13/332,814 21 Dec 2011 A FOAM MATERIAL FOR MEDICAL USE AND METHOD FOR PRODUCING SAME	PCT/GB2008/050268 17-Apr-2008 (3220USDIV/ SMNPH.052D1)	GB2007000007758 21-Apr-2007	Bryan Greener
12/667,227 29-Dec-2009 MODULAR WOUND TREATMENT APPARATUS WITH RELEASEABLE CLIP CONNECTION	PCT/GB2008/050508 27-Jun-2008 (3234US/ SMNPH.053APC)	GB 0712737.6 02-Jul-2007	Edward Yerbury Hartwell Carl Saxby
12/667,232 29-Dec-2009 WOUND TREATMENT APPARATUS WITH EXUDATE VOLUME REDUCTION BY HEAT	PCT/GB2008/050510 27-Jun-2008 (3248US/ SMNPH.064APC)	GB 0712763.2 02-Jul-2007	Edward Yerbury Hartwell
12/672,192 04-Feb-2010 APPARATUS FOR THE PROVISION OF TOPICAL NEGATIVE PRESSURE THERAPY	PCT/GB2008/050591 18-July-2008 (3233US/ SMNPH.066APC)	GB 0715212.7 06-Aug-2007	Edward Hartwell Carl Saxby

U.S. App. No. Filing Date Title	PCT App. No. Filing Date (S&N Ref/Atty. Docket No.)	Other Foreign or Priority App. No. Filing Date	INVENTOR(S)
12/672,472 05-Feb-2010 WOUND TREATMENT APPARATUS ABLE TO DISTINGUISH BETWEEN THE FAULT CONDITIONS 'CANISTER FULL' AND 'ASPIRANT CONDUIT'	PCT/GB2008/050515 27-Jun-2008 (3243US/ SMNPH.072APC)	GB 0715210.1 06-Aug-2007	Edward Hartwell
12/744,055 20-May-2010 VACUUM ASSISTED WOUND DRESSING	PCT/GB2008/051088 20-Nov-2008 (3367US/ SMNPH.084APC)	GB 0722820.8 21-Nov-2008	Bryan Greener
12/746,504 01-Oct-2010 DRESSING	PCT/GB2008/051114 26-Nov-2008 (3249US/ SMNPH.085APC)	0723874.4 GB 06-Dec-2007	Edward Yerbury Hartwell
12/746,499 24-Sep-2010 APPARATUS FOR TOPICAL NEGATIVE PRESSURE THERAPY	PCT/GB2008/051048 11-Nov-2008 (3250US/ SMNPH.086APC)	GB 0723876.9 06-Dec-2007	Edward Hartwell
12/746,492 04-June-2010 APPARATUS AND METHOD FOR WOUND VOLUME MEASUREMENT	PCT/GB08/050917 07-Oct-2008 (3254US/ SMNPH.087APC)	GB 0723855.3 06-Dec-2007	Edward Hartwell
12/746,458 04-June-2010 APPARATUS FOR TOPICAL NEGATIVE PRESSURE THERAPY	PCT/GB2008/051118 08-Jul-2008 (3269US/ SMNPH.088APC)	GB 0723872.8 06-Dec-2007	Kristian Hall Edward Hartwell
12/746,508 04-June-2010 WOUND FILLERS	PCT/GB2008/051122 26-Nov-2008 (3271US/ SMNPH.089APC)	GB 0723852 06-Dec-2007	Kristian Hall Edward Hartwell Derek Nicolini

U.S. App. No. Filing Date Title	PCT App. No. Filing Date (S&N Ref/Atty. Docket No.)	Other Foreign or Priority App. No. Filing Date	INVENTOR(S)
13/545,942 10-July-2012 WOUND FILLING APPARATUSES AND METHODS	PCT/GB2008/051070 17-Nov-2008 (PT-3271-US-CIP/ SMNPH.089P1)	0724039.3 08-Dec-2007 0724040.1 08-Dec-2007 0724044.3 08-Dec-2007 0723852.0 06-Dec-2007 0723874.4 06-Dec-2007	Kristian Hall Edward Hartwell Derek Nicolini
12/746,757 07-June-2010 WOUND PACKING MEMBERS	PCT/GB2008/051075 17-Nov-2008 (3252US/ SMNPH.090APC)	GB 0724044.3 08-Dec-2007	Edward Hartwell
12/746,753 07-June-2010 WOUND PACKING MEMBERS	PCT/GB2008/051134 28-Nov-2008 (3253US/ SMNPH.091APC)	GB 0724040.1 08-Dec-2007	Kristian Hall
12/746,751 07-June-2010 WOUND FILLERS	PCT/GB2008/051070 17-Nov-2008 (3274US/ SMNPH.092APC)	GB 0724039.3 08-Dec-2007	Kristian Hall Edward Hartwell
12/744,277 20-Sep-2010 WOUND DRESSING	PCT/GB2008/051090 20-Nov-2008 (3576US/ SMNPH.093APC)	GB 0817020.1 17-Sep-2008	Edward Yerbury Hartwell
12/808,648 16-June-2010 TEST APPARATUS	PCT/GB2008/0511512 03-Dec-2008 (3319US/ SMNPH.105APC)	GB 724824.8 20-Dec-2007	Edward Hartwell
12/744,218 20-Sep-2010 WOUND DRESSING	PCT/GB2008/051089 20-Nov-2008 (3556US/ SMNPH.110APC)	GB 0817040.9 17-Sep-2008	Edward Yerbury Hartwell

U.S. App. No. Filing Date Title	PCT App. No. Filing Date (S&N Ref/Atty. Docket No.)	Other Foreign or Priority App. No. Filing Date	INVENTOR(S)
12/746,502 04-June-2010 WOUND MANAGEMENT	PCT/GB2008/051159 05-Dec-2008 (3270US/ SMNPH.137APC)	GB 0723875.1 06-Dec-2007	Kristian Hall Edward Yerbury Hartwell
12/808,547 13-Oct-2010 PORTABLE WOUND THERAPY APPARATUS AND METHOD	PCT/GB/2008/004094 11-Dec-2008 (3361US/ SMNPH.138APC)	GB 0724564.0 18-Dec-2007	Edward Yerbury Hartwell Jonathan Chappel
13/000,580 30-Mar-2011 NEGATIVE PRESSURE WOUND THERAPY DEVICE	PCT/GB2009/001486 15-June-2009 (3554US/ SMNPH.154APC)	GB 0811572.7 24-June-2009	Bryan Greener John Hicks Edward Hartwell
13/119,164 15-Mar-2011 POWER GENERATION	PCT/GB2009/051182 14-Sept-2009 (3558US/ SMNPH.169APC)	GB 0817041.7 17-Sept-2008	Edward Yerbury Hartwell

The above-listed applications, including the GB applications, the PCT applications, and the corresponding U.S. national phase applications, if any, are collectively referred to hereinafter as the "Applications";

WHEREAS, ASSIGNOR is, or at the relevant time was, an employee of T.J. Smith & Nephew Limited of PO Box 81,101 Hessle Road, Hull, HU3 2BN, a company with company number 00093994 (hereinafter the "ASSIGNEE");

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

WHEREAS, ASSIGNEE desires to confirm that it has acquired the entire right, title, and interest of ASSIGNOR 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 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 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, 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.

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 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, 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.

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.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

20.11.12
Date

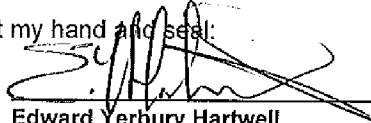

Bryan Greener

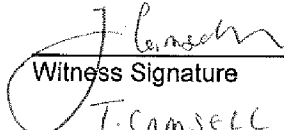

Witness Signature
T. Cammell
Witness Name

20 November 2012.
Date

IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

16th November 2012.
Date


Edward Yerbury Hartwell
(also known as Edward Hartwell)


Witness Signature
T. Camshell
Witness Name

16 November 2012.
Date

IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

8th November 2012.
Date

Carl D. Saxby
Carl Saxby

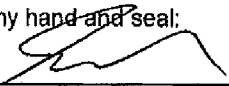
[Signature]
Witness Signature


8th November 2012
Date

E. V. HARTWELL
Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

29/11/12
Date


Kristian Hall

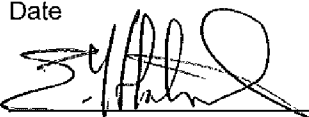

Witness Signature

29th November 2012
Date


STEVEN WRAY
Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

19th Mar 2012
Date


Witness Signature

E.Y. HARTWELL
Witness Name


Derek Nicolini

19th November 2012
Date

IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

20/11/2012
Date


John Hicks
John Hicks

J. Lemoine
Witness Signature
T. CAMSCELL
Witness Name

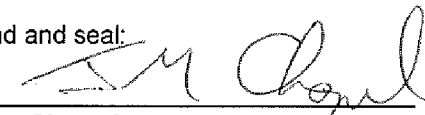
20 NOVEMBER 2012
Date

IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

8TH NOV 2012
Date


Witness Signature

E. Y. HARTWELL
Witness Name


Jonathan Chappel

8th November 2012
Date

ACCEPTED:

T.J. Smith & Nephew Limited

By: Martin Connors

Name Printed: Martin Connors

Title: Patents Manager

Date: 29 November 2012

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