

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bryan Greener	07/09/2013
RECEIVING PARTY DATA	
Name:	T.J. SMITH & NEPHEW LIMITED
Street Address:	PO Box 81, 101 Hessle Road
City:	Hull
State/Country:	UNITED KINGDOM
Postal Code:	HU3 2BN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13824967
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.199APC
NAME OF SUBMITTER:	Kregg A. Koch
Signature:	/Kregg A. Koch/
Date:	07/15/2013
Total Attachments: 3 source=Signed_Assignment 1 -SMNPH.199APC (signed)#page1.tif source=Signed_Assignment 1 -SMNPH.199APC (signed)#page2.tif source=Signed_Assignment 1 -SMNPH.199APC (signed)#page3.tif	

OP \$40.00 13824967

U.S. Application No.: 13/824967
Filing Date: March 18, 2013
PCT Application No.: PCT/GB2011/051748
International Filing Date: September 16, 2011

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ASSIGNMENT AGREEMENT

WHEREAS, I, Bryan Greener, a British citizen, residing in York, United Kingdom, with a mailing address of c/o Smith & Nephew Research Limited, York Science Park, Heslington, York, Yorkshire, YO10 5DF, United Kingdom, have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Invention") disclosed in United Kingdom Application Number 1015709.7, filed September 20, 2010 entitled NEGATIVE PRESSURE DEVICE, United Kingdom Application Number 1015710.5, filed September 20, 2010 entitled NEGATIVE PRESSURE DEVICE, in PCT International Application Number PCT/GB2011/051748, filed September 16, 2011 entitled NEGATIVE PRESSURE DEVICE, and/or in U.S. Application Number 13/824967, filed March 18, 2013. The aforementioned applications are collectively referred to hereinafter as the "Applications";

WHEREAS, T.J. Smith & Nephew Limited of PO Box 81,101 Hessle Road, Hull, HU3 2BN, a company with company number 00093994 (hereinafter the "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 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 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, design applications, design registrations, or registered designs which may be granted on the Applications 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 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.

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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, 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.

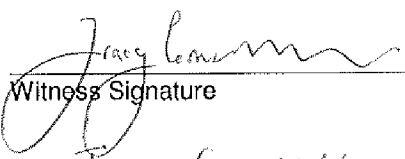
C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

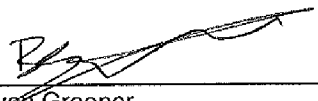
D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing 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.

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

9.7.13
Date

Witness Signature
Tracy Cambell
Witness Name


Bryan Greener
9 July 2013
Date

ACCEPTED:

TJ Smith & Nephew Limited:

By: 
Name Printed: DARREN DONNÉ
Title: TRADE MARK ATTORNEY
Date: 9TH JULY 2013

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