

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Carol Zagrabski</td> <td>04/19/2013</td> </tr> <tr> <td>Harmac Medical Products, Inc.</td> <td>04/19/2013</td> </tr> </tbody> </table>		Name	Execution Date	Carol Zagrabski	04/19/2013	Harmac Medical Products, Inc.	04/19/2013				
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Carol Zagrabski	04/19/2013										
Harmac Medical Products, Inc.	04/19/2013										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Smith & Nephew Medical Limited (No. 605496)</td> </tr> <tr> <td>Street Address:</td> <td>101 Hessle Road</td> </tr> <tr> <td>City:</td> <td>Hull</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>HU3 2BN</td> </tr> </table>		Name:	Smith & Nephew Medical Limited (No. 605496)	Street Address:	101 Hessle Road	City:	Hull	State/Country:	UNITED KINGDOM	Postal Code:	HU3 2BN
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>PCT Number:</td> <td>IB2013001469</td> </tr> </tbody> </table>		Property Type	Number	PCT Number:	IB2013001469						
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CORRESPONDENCE DATA											
<p>Fax Number: 9497609502 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 9497600404 Email: efilling@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</p>											
ATTORNEY DOCKET NUMBER:	SMNPH.219WO										
NAME OF SUBMITTER:	Sabing H. Lee										
Signature:	/Sabing H. Lee/										
Date:	07/29/2013										

OP \$40.00 IB2013001469

Total Attachments: 4

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Application No.: 61/785,927
Filing Date: March 14, 2013

PATENT
Client Code: SMMPH.219PR2
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ASSIGNMENT

WHEREAS, I, Carol Zagrabski, a US citizen, residing at 40 Glidden Street, Cheektowaga, NY 14206, US and having a mailing address of 40 Glidden Street, Cheektowaga, NY 14206, US, (referred to hereinafter as "INVENTOR"), in collaboration with Sarah Jenny Collinson, Phillip Gowans, Derek Nicolini, Julie Allen, Ben Alan Askem, and Steven Carl Mehta, have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Inventions") disclosed in the following patent applications:

<u>Title</u> (Attorney Docket No.)	<u>Application Number</u>	<u>Filing Date</u>
APPARATUSES AND METHODS FOR NEGATIVE PRESSURE WOUND THERAPY (SMNPH.219PR2)	U.S. Provisional Application No. 61/785,927	March 14, 2013
	PCT/IB2013/001469	May 22, 2013

ASSIGNOR (as defined below) hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20,995 to insert in the foregoing table the application number and filing date, respectively, of any U.S. Patent Applications (including without limitation any subsequently filed provisional applications and any U.S. National Phase Patent Applications) and/or any PCT International Applications that correspond to or claim priority to any of the applications listed in foregoing table and/or disclose one or more of the Inventions, said U.S. Patent Applications and/or PCT International Applications, if any, being filed after the date this Assignment Agreement was prepared and/or after the date this Assignment Agreement was executed by ASSIGNOR. However, this Assignment Agreement shall not be unenforceable if any of the aforementioned U.S. Patent Applications and/or PCT International Applications are not hereinafter filed or if the application number or filing date of any such application are not inserted above. All of the foregoing applications, including any U.S. Patent Applications and/or PCT International Applications listed in the foregoing table, if any, are collectively referred to hereinafter as the "Applications."

WHEREAS, INVENTOR is, or at the relevant time was, an employee of Harmac Medical Products, Inc., a New York corporation and having a principal place of business at 2201 Bailey Avenue, Buffalo, NY 14211 (hereinafter "Harmac"),

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

WHEREAS, Harmac employed INVENTOR at the time the Inventions were made, and at least by virtue of INVENTOR's employment with Harmac, Harmac became the owner of all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of the INVENTORS (the INVENTORS and COMPANY collectively referred to herein as "ASSIGNOR");

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WHEREAS, Smith & Nephew Medical Limited (No. 605496), a company registered in England and having a principal place of business at 101 Hessle Road, Hull, HU3 2BN (hereinafter "ASSIGNEE"), entered into an agreement with Harmac whereby Harmac agreed that ASSIGNEE would own all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of Harmac;

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm that ASSIGNEE has acquired all of the rights, title, and interest of INVENTORS and Harmac in and to the improvements of or disclosed in the Inventions and the Applications and 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 Inventions, including without limitation any of ASSIGNOR's improvements hereto, 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 inventions are 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 Inventions, 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 Inventions, 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 Inventions, 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 Inventions 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 Inventions 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 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 inventions are patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, the rights of ASSIGNEE, its successors, legal representatives and assigns, 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.

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

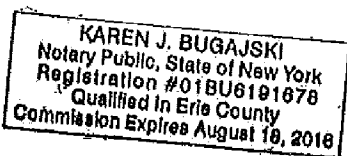
4-19-13
Date

Carol Zagrabski
Carol Zagrabski

Karen J. Bugajski
Witness Signature

04/19/2013
Date

Witness Name



Application No.: 61/785,927
Filing Date: March 14, 2013

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Client Code: SMMPH.219PR2
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

Harmac Medical Products, Inc.

By: James W. Achen

Name Printed: JAMES WACHEN

Title: Vice President

Date: 4/19/2013

ACCEPTED AND CONFIRMED BY:

Smith & Nephew Medical Ltd.

By: Martin Corrois

Name Printed: Martin Corrois

Title: Patents Manager

Date: 17 May 2013

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