

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2923933

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|---|-----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT              |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                  |
| <b>CONVEYING PARTY DATA</b>   |                             |
| <b>Name</b>   | <b>Execution Date</b>       |
| PAUL ALEXANDER TORRIE   | 06/16/2014                  |
| MARC J. PHILIPPON M.D.  | 06/30/2005                  |
| <b>RECEIVING PARTY DATA</b>   |                             |
| <b>Name:</b>  | SMITH & NEPHEW, INC.        |
| <b>Street Address:</b>  | 1450 BROOKS ROAD            |
| <b>City:</b>  | MEMPHIS                     |
| <b>State/Country:</b>   | TENNESSEE                   |
| <b>Postal Code:</b>   | 38116                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                             |
| <b>Property Type</b>  | <b>Number</b>               |
| <b>Application Number:</b>  | 13288934                    |
| <b>CORRESPONDENCE DATA</b>  |                             |
| <b>Fax Number:</b>  | (617)345-3299               |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |                             |
| <b>Phone:</b>   | 617-345-3000                |
| <b>Email:</b>   | docketing@burnslev.com      |
| <b>Correspondent Name:</b>  | WEBER HSIAO                 |
| <b>Address Line 1:</b>  | 125 SUMMER STREET           |
| <b>Address Line 4:</b>  | BOSTON, MASSACHUSETTS 02110 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | SN-075US (PT-3890-US-NP)    |
| <b>NAME OF SUBMITTER:</b>   | WEBER HSIAO                 |
| <b>SIGNATURE:</b>   | /s Weber Hsiao/             |
| <b>DATE SIGNED:</b>   | 07/02/2014                  |
| <b>Total Attachments: 18</b>  |                             |
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| source=SN-075US Consulting Contract executed by Dr Philippon (REDACTED)#page1.tif   |                             |
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## ASSIGNMENT

For valuable consideration, I, Paul Alexander Torrie of 8 Bowden Street, Marblehead, Massachusetts 01945; hereby assign to SMITH & NEPHEW, INC., a corporation of Delaware, having a place of business at 1450 Brooks Road, Memphis, TN 38116, and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by us, entitled ARTHROSCOPIC JOINT REPAIR, filed November 3, 2011, and assigned US Serial Number 13/288,934, and I/we authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

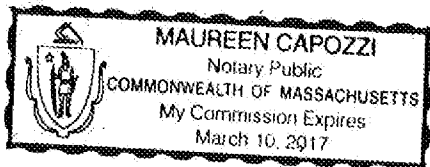
DATE: June 16, 2014

Paul Alexander Torrie  
Paul Alexander Torrie

STATE OF Massachusetts)  
COUNTY OF Essex) SS.

On June 16, 2014, before me, the undersigned, a notary public for the State of Massachusetts, there personally appeared Paul Alexander Torrie personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Assignment, who acknowledged having executed the same in his authorized capacity and that by his signature on this Assignment, the person or the entity upon behalf of which he acted, executed this Assignment.

WITNESS my hand and official seal.



Maureen Capozzi  
Notary Public

## **HIP ADVISORY BOARD CONSULTING AGREEMENT**

This Agreement is effective as of July 1, 2004, by and between **Smith & Nephew, Inc.**, a Delaware Corporation through its Endoscopy Division, having an address at 150 Minuteman Road, Andover, MA 01810 (hereinafter "Endoscopy") and **Marc J. Philippon, M.D.**, having an address at 181 West Meadow Dr., Suite 400, Vail, CO 81657 (hereinafter "Dr. Philippon").

### **PREAMBLE**

**WHEREAS**, Endoscopy is a developer, manufacturer and seller of a variety of medical products; and

**WHEREAS**, Dr. Philippon is an orthopaedic surgeon and desires to consult with Endoscopy regarding certain products and surgical techniques for hip arthroscopy; and

**WHEREAS**, Endoscopy desires to have Dr. Philippon perform consulting services with respect to hip arthroscopy and the development, improvement, use, safety and/or efficacy of such products and techniques; and

**WHEREAS**, in consideration of consulting fees to be paid to Dr. Philippon by Endoscopy, Dr. Philippon will provide the specified consulting services and assign to Endoscopy all rights in and to the results of such services, as specified more fully as follows; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### **1. Definitions**

1.1 "Affiliated Company" in relation to any party shall mean any corporation, partnership, proprietorship, or other entity controlled by, controlling, or under common control with Endoscopy, and shall include any corporation, or partnership, proprietorship or other entity directly or indirectly owning, owned by or under common ownership with the party in question to the extent of fifty percent (50%) or more of the equity or voting shares, including shares owned beneficially by such party.

1.2 "Field of Service" shall mean the consulting services to be provided by Dr. Philippon to Endoscopy as described in the Statement of Work.

1.3 "Inventions" shall mean all discoveries, improvements, modifications, enhancements and later variations which are conceived, developed or made solely by Dr. Philippon or jointly with others, including employees or agents of Endoscopy, while providing consulting services under this Agreement, whether or not embodied in Products or later modifications thereof and whether patentable or not

1.4 "Know-how" shall mean all technology including surgical techniques, formulas, designs, data, processes, prototypes, or specifications, developed by Dr. Philippon while providing consulting services pursuant to this Agreement and relating to Inventions and/or Products.

1.5 "Man-Day" shall mean a standard eight (8) hour day, or, if less than eight (8) hours of service is provided in any one day, then such term shall mean service performed on various days so that the aggregate amount of time equals eight (8) hours.

1.6 "Products" shall mean components or instruments being part of or used in connection with Endoscopy's hip arthroscopy systems with respect to which Dr. Philippon provides consulting services pursuant to this Agreement.

1.7 "Statement of Work" shall mean the description of consulting services to be provided by Dr. Philippon to Endoscopy as described in the statements attached hereto as Exhibit A, each of which may be amended from time to time upon mutual agreement of the parties.

REDACTED

REDACTED

REDACTED



REDACTED

## 6. Disclosure and Assignment of Results

6.1. Dr. Philippon agrees to assign to Endoscopy, and hereby assigns to Endoscopy, all right, title and interest in the results of the services in the Field of Service pursuant to this Agreement, including all Inventions and Know-how (hereafter "Results"), which shall be the sole and exclusive property of Endoscopy. Endoscopy shall have the unencumbered and exclusive rights to use all Results without additional compensation to Dr. Philippon. This Section 6 excludes any inventions, developments, product concepts and other information created by Dr. Philippon but not used in or created while providing consulting services hereunder.

6.2. During the term of this Agreement Dr. Philippon shall promptly disclose to Endoscopy by submitting a *Disclosure and Record of Invention* in a form to be provided by Endoscopy all Inventions and Know-how possessed, received, conceived, created or developed by Dr. Philippon pursuant to this Agreement.

REDACTED

6.4. Dr. Philippon shall cooperate reasonably with Endoscopy in the protection of such Results and in vesting in Endoscopy all right, title and interest in such Results (including without limitation all patents, certificates of invention, copyrights and other intellectual property rights related to Results), which cooperation shall include executing, at Endoscopy's expense, assignments and any other documents deemed by Endoscopy necessary to give effect to this Agreement in any country, territory or jurisdiction where such is required to conform to

applicable patent or other intellectual property laws.

REDACTED

REDACTED

REDACTED

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**REDACTED**

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have executed this

Agreement as of the day and year first above written.

**SMITH & NEPHEW, INC.**  
Endoscopy Division


**Marc J. Philippon, M.D.**

By: *Nigel Wilkinson*

Print Name: NIGEL WILKINSON

Title: Vice President, R&D

Date: 6/30/05

  
SS No: 594-98-8909

Date: \_\_\_\_\_

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