

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KALEIDOSCOPE ANIMATIONS, INC.	07/23/2014
RECEIVING PARTY DATA	
Name:	SMITH & NEPHEW, INC.
Street Address:	1450 BROOKS ROAD
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38116
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29492728
Application Number:	29492114
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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>	
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.260DA
NAME OF SUBMITTER:	VLADISLAV Z. TEPLITSKIY
SIGNATURE:	/Vladislav Z. Teplitskiy/
DATE SIGNED:	10/02/2014
Total Attachments: 4	
source=Fully Signed Assignment Agreement for Kaleidoscope - SMNPH.260DA, 265DA#page1.tif	
source=Fully Signed Assignment Agreement for Kaleidoscope - SMNPH.260DA, 265DA#page2.tif	
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source=Fully Signed Assignment Agreement for Kaleidoscope - SMNPH.260DA, 265DA#page4.tif	

ASSIGNMENT AGREEMENT

WHEREAS, We, Brian P. Bjelovuk, a citizen of United States, residing at 5780 Salem Dr., Westerville, Ohio 43082, Billy J. Ratliff, a citizen of United States, residing at 5130 Whitlow Court, Commerce Township, Michigan 48382, Michael T. Roller, a citizen of United States, residing at 211 W 6th Street, Covington, Kentucky 41011, and Robert H. Roth, a citizen of United States, residing at 8068 Sagamore Drive, Cincinnati, Ohio 45236 (collectively "INVENTORS"), in collaboration with William W. Gregory, Kathryn Ann Leigh, Andrew P. Muser, and Mark Schaefer have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Inventions") disclosed in the following patent applications (collectively referred to hereinafter as the "Applications"):

<u>Title</u> (Attorney Docket No.)	<u>Application Number</u>	<u>Filing Date</u>
CANISTER (SMNPH.260DA)	U.S. Patent Application No. 29/492,114	May 28, 2014
CANISTER (SMNPH.265DA)	U.S. Patent Application No. 29/492,728	June 2, 2014

WHEREAS, Kaleidoscope Animations, Inc., a company having offices at 205 West 4th Street, Suite 1140, Cincinnati, OH 45202 ("ASSIGNOR") employed INVENTORS at the time the Inventions were made;

WHEREAS, each of the INVENTORS invented such Inventions in the ordinary course of his or her employment with ASSIGNOR and/or under an agreement with ASSIGNOR;

WHEREAS, ASSIGNOR has acquired all of INVENTORS' rights to the Inventions and the Applications;

WHEREAS, pursuant to an agreement between Smith & Nephew Inc. and ASSIGNOR, ASSIGNOR has assigned the entire right, title, and interest to the Inventions and the Applications to Smith & Nephew Inc.;

WHEREAS, Smith & Nephew Inc., a company having offices at 1450 E Brooks Road, Memphis, TN ("ASSIGNEE") desires to confirm that it has acquired the entire right, title, and interest of ASSIGNOR in and to the Inventions 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 do 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 thereto, whether conceived and/or reduced to practice by 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 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 foreign country and all continuations, divisionals, and continuations in part of the Application (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 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.

E. 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. 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:

F. 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 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 agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

G. 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.

H. 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.

I. ASSIGNOR acknowledges that, to the best of its 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 ASSIGNOR shall be effective.

Kaleidoscope Inc.

By: Craig Moore

Name Printed: Craig Moore

Title: Attorney

Date: 7-23-14

ACCEPTED BY:

Smith & Nephew Inc.:

By: Martin Connors

Name Printed: MARTIN CONNORS

Title: PATENT MANAGER

Date: 15th September 2014

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