

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3050179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM W. GREGORY	08/12/2014
KEALOHA YOUNG DEUTSCH	08/12/2014
KATHRYN ANN LEIGH	08/12/2014
ANDREW P. MUSER	08/13/2014
MARK SCHAEFER	08/13/2014
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:	29492116
Application Number:	29492724
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.261DA
NAME OF SUBMITTER:	VLADISLAV Z. TEPLITSKIY
SIGNATURE:	/Vladislav Z. Teplitskiy/
DATE SIGNED:	10/02/2014
Total Attachments: 5	

PATENT

source=Fully Signed Assignment Agreement for S&N inventors - SMNPH.261DA, 266DA#page1.tif
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source=Fully Signed Assignment Agreement for S&N inventors - SMNPH.261DA, 266DA#page3.tif
source=Fully Signed Assignment Agreement for S&N inventors - SMNPH.261DA, 266DA#page4.tif
source=Fully Signed Assignment Agreement for S&N inventors - SMNPH.261DA, 266DA#page5.tif

ASSIGNMENT AGREEMENT

WHEREAS, We, William W. Gregory, a citizen of the United States, residing in Gainesville, Florida and having a mailing address at c/o Smith & Nephew, 970 Lake Carillon Dr. # 110, Saint Petersburg, Florida 33716, Kealoha Young Deutsch, a citizen of the United States, residing in Odessa, Florida and having a mailing address at c/o Smith & Nephew, 970 Lake Carillon Dr. # 110, Saint Petersburg, Florida 33716, Kathryn Ann Leigh, a citizen of the United States, residing in Saint Petersburg, Florida and having a mailing address at c/o Smith & Nephew, 970 Lake Carillon Dr. # 110, Saint Petersburg, Florida 33716, Andrew P. Muser, a citizen of the United States, residing in Saint Pete Beach, Florida and having a mailing address at c/o Smith & Nephew, 970 Lake Carillon Dr. # 110, Saint Petersburg, Florida 33716, and Mark Schaefer, a citizen of the United States, residing in Largo Florida and having a mailing address at c/o Smith & Nephew, 970 Lake Carillon Dr. # 110, Saint Petersburg, Florida 33716 (collectively or individually referred to hereinafter as "ASSIGNOR"), in collaboration with Brian P. Bjelovuk, Billy J. Ratliff, Michael T. Roller, and Robert H. Roth 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>
THERAPY UNIT ASSEMBLY (SMNPH.261DA)	U.S. Patent Application No. 29/492,116	May 28, 2014
THERAPY UNIT ASSEMBLY (SMNPH.266DA)	U.S. Patent Application No. 29/492,724	June 2, 2014

WHEREAS, Smith & Nephew, Inc., a Delaware corporation having offices at 1450 Brooks Road, Memphis, TN 38116, United States of America (hereinafter "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 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 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 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:

E. 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.

F. 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.

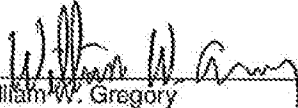
G. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent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

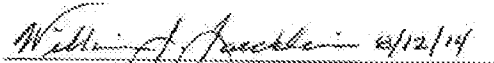
H. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Inventions are patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, the rights of ASSIGNEE, its successors, legal representatives and assigns, granted under this Assignment Agreement, 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. 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:

8/12/2014
Date


William W. Gregory

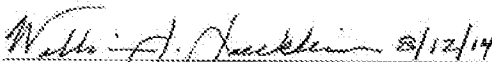

Witness Signature

WILLIAM J. JAECKLEIN
Witness Name

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

12 AUG 2014
Date

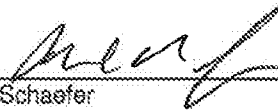

Kealoha Young Deutsch

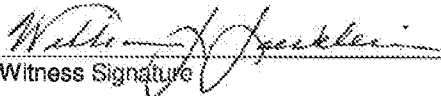

Witness Signature

WILLIAM J. JAECKLEIN
Witness Name

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

8/13/14
Date

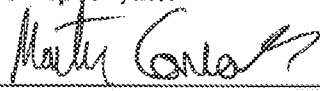

Mark Schaefer

 8/13/2014
Witness Signature

WILLIAM J. JAECKLEIN
Witness Name

ACCEPTED:

Smith & Nephew, Inc.

By: 

Name Printed: MARTIN CONNORS

Title: PATENT MANAGER

Date: 15th September 2014

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