

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3149218

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KIMBERLY-CLARK INC.	10/31/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AVENT INC.
<b>Street Address:</b>	5405 WINDWARD PARKWAY
<b>City:</b>	ALPHARETTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30004
<b>PROPERTY NUMBERS Total: 38</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	09827922
Application Number:	10087856
Application Number:	11105524
Application Number:	11128342
Application Number:	11939280
Application Number:	11105527
Application Number:	11280604
Application Number:	11534907
Application Number:	11689902
Application Number:	11781403
Application Number:	11356706
Application Number:	11381783
Application Number:	11428458
Application Number:	12912150
Application Number:	12524074
Application Number:	11079318
Application Number:	12563699
Application Number:	11733515
Application Number:	11125247
Application Number:	11953560
Application Number:	10893274

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Property Type	Number
Application Number:	11425868
Application Number:	11470835
Application Number:	11198099
Application Number:	10864410
Application Number:	12036605
Application Number:	11622668
Application Number:	12528193
Application Number:	12176035
Application Number:	12199572
Application Number:	11368508
Application Number:	11368513
Application Number:	11368510
Application Number:	11368475
Application Number:	11368491
Application Number:	11368505
Application Number:	11368509
Application Number:	11368506

#### CORRESPONDENCE DATA

**Fax Number:** (864)233-7342

*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.*

**Phone:** 864-271-1592

**Email:** docketing@dority-manning.com

**Correspondent Name:** DORITY & MANNING, P.A.

**Address Line 1:** P.O. BOX 1449

**Address Line 4:** GREENVILLE, SOUTH CAROLINA 29602

<b>ATTORNEY DOCKET NUMBER:</b>	HAY-MISC
<b>NAME OF SUBMITTER:</b>	STEPHEN E. BONDURA
<b>SIGNATURE:</b>	/stephen e. bondura/
<b>DATE SIGNED:</b>	12/16/2014

#### Total Attachments: 9

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), is made and entered into as of this 31st day of October, 2014, by and among Kimberly-Clark Inc., a corporation incorporated under the laws of Ontario (the "Assignor") and Avent Inc., a corporation incorporated under the laws of Delaware (the "Assignee"). The Assignor and the Assignee are collectively referred to herein as the "Parties" and each individually as a "Party".

### WITNESSETH:

WHEREAS, in consideration for the payment set out below, the Assignor wishes to sell, assign, transfer, convey and deliver, among other things, to the Assignee the intellectual property listed in Schedule A, attached hereto (the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

### ARTICLE I PURCHASE AND ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1 Assignment of Intellectual Property Rights. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby purchases, acquires and accepts from the Assignor, all right, title and interest throughout the world in and to the Intellectual Property. Moreover, the Assignor hereby waives all moral rights in any copyright forming part of the Intellectual Property. The Assignor further hereby sells, assigns, transfers, conveys and delivers to the Assignee all causes of action, rights, and remedies arising under any such Intellectual Property existing prior to or arising after the date of this Agreement.

1.2 Purchase of Intellectual Property. In consideration for the assignment of the Intellectual Property, the Assignee shall pay to the Assignor US\$15,700,000.00, payable on the date of this Agreement.

1.3 Representations and Warranties. The Assignor represents and warrants that:

- a) they are the sole owner of the Intellectual Property, free and clear of any mortgage, lien, claim, charge, encumbrance or security interest, and the Assignor is not subject to any agreement under which any mortgage, lien, claim, charge, encumbrance or security interest may be created upon any of the Intellectual Property; and
- b) the execution and delivery of this Agreement and the assignment of the Intellectual Property in accordance with the terms of this Agreement are not and will not be in violation or breach of, or be in conflict with or require any consent, authorization or approval under, any term or provision of the constating documents of the Assignor, any of the Assignor's agreements or any applicable law.

1.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE INTELLECTUAL PROPERTY IS ASSIGNED, CONVEYED, TRANSFERRED AND DELIVERED TO THE

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ASSIGNEE ON AN 'AS IS WHERE IS' BASIS AND THE ASSIGNOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.5 Assignment of Contracts and Licenses. Nothing in this Agreement shall be construed as an assignment of, or an attempt to assign to the Assignee, any contract or license which, as a matter of law or by its terms, is either not assignable or not assignable without the approval or consent of the other party thereto or parties thereto without first obtaining such approval or consent.

1.6 Registration of Transfer of Intellectual Property. As soon as is reasonably practicable, the Assignee, at its own expense, undertakes, to the extent required, to properly file any and all documents required to record the transfer of the Intellectual Property with the appropriate intellectual property registries where registrations or applications for registration of such Intellectual Property exist. The Assignor and the Assignee agree to take all action and execute all documents necessary, at the Assignee's expense, to record the transfer of interests in the Intellectual Property pursuant to this Agreement without delay. The Assignor acknowledges and agrees that all the intellectual property of the Assignor immediately prior to the execution of this Agreement are intended to be transferred to and vest in the Assignee pursuant to this Agreement.

## ARTICLE 2 LIMITATIONS AND INDEMNIFICATION

2.1 Limitations. With respect to the use of any the Intellectual Property following the date of this Agreement, the Assignee shall be and remain solely responsible and liable for identifying and making determinations regarding (i) the suitability of any good or service derived from that Party's use of such Intellectual Property for a particular purpose, (ii) any health and safety issues associated with the handling, processing and/or use of any good or service derived from that Party's use of such Intellectual Property, (iii) accuracy of all specifications for any good or service derived from that Party's use of such Intellectual Property, and (iv) compliance of any good or service derived from that Party's use of such Intellectual Property with associated regulatory or other governmental requirements.

2.2 Indemnity in respect of Intellectual Property. The Assignee shall indemnify and hold the Assignor harmless from or against any losses, claims, damages and expenses arising out of or resulting from its use of the Intellectual Property after the date first written above.

## ARTICLE 3 MISCELLANEOUS

3.1 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

3.2 Further Assurances. The Assignor shall from time to time and at all times hereafter, upon request of the Assignee, promptly execute and deliver or cause to be executed and delivered all such further documents, deeds, assurances and instruments and shall do or cause to be done all such further acts and things as may be required by the Assignee to give

effect to this Assignment, whether for more effectually and completely vesting in the Assignee the Intellectual Property or for the purpose of registration or otherwise.

3.3 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersede any prior understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof.

3.4 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any default or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

3.5 Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

3.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as in original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

*Signature page follows*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

KIMBERLY-CLARK INC.

By: Karen L. Leets  
Name: Karen L. Leets  
Title: Assistant Treasurer & Assistant Secretary

AVENT, INC.

By: Karen L. Leets  
Name: Karen L. Leets  
Title: Vice President & Treasurer



## SCHEDULE A

### List of Intellectual Property

Assignor's intellectual property rights associated with the Patents and Trade-Marks listed below, whether registered or not, including:

- (a) all inventions, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application) listed below;
- (b) all industrial designs and applications for and registration of industrial designs, design patents and industrial design registrations listed below;
- (c) all trade-marks (whether used with wares or services and including the goodwill attaching to such trade-marks) and registrations and applications for registration of trade-marks and all trade dress, logos, slogans and brand names listed below;
- (d) all copyright in all works (including software programs and databases) and database rights and registrations and applications for registrations of copyright associated with items (a) through (c) above;
- (e) all rights, titles and interests in and to processes, lab journals, notebooks, data, trade secrets, designs, know-how, product formulae and information, manufacturing, engineering and other drawings and manuals, technology, blue prints, research and development reports, agency agreements, technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information associated with items (a) through (c) above;
- (f) all of the intellectual property affected by any registrations and applications for registration associated with items (a) through (c) above and the permissions and licenses associated with items (a) through (c) above ;
- (g) all other intellectual property rights used in carrying on, or arising from the operation of, the business of the Assignor associated with items (a) through (c) above;
- (h) all rights, titles, interests and benefits in and to all licences, consents, permissions, covenants not to sue and other contractual rights in respect of, or relating to, the intellectual property listed in items (a) to (g) above;
- (i) all future income and proceeds from any of the intellectual property listed in items (a) to (g) above and the licenses listed in item (h) above; and
- (j) all rights to damages and profits by reason of the infringement of any of the intellectual property listed in items (a) to (e) above and the licenses listed in item (h) above.

# Patents

Title	Status	Country	Filed Date	Application #
<b>TransDiscal™</b>				
Intradiscal Lesioning Apparatus	Granted	United States of America	9-Apr-01	09/827922
Intradiscal Lesioning Device	Granted	United States of America	5-Mar-02	10/087856
Electrosurgical Tissue Treatment Method	Granted	United States of America	14-Apr-05	11/105524
Method of Treating Biological Tissue	Application	United States of America	13-May-05	11/128342
Electrosurgical Tissue Treatment Method	Application	United States of America	13-Nov-07	11/939280
Electrosurgical Device for Treatment of Tissue	Application	United States of America	14-Apr-05	11/105527
Bipolar Electrosurgical System	Application	Australia	25-Aug-05	2005276915
Bipolar Electrosurgical System	Application	Canada	25-Aug-05	2583665
Bipolar Electrosurgical System	Application	European Patent	25-Aug-05	05778716.0
Bipolar Electrosurgical System	Application	Japan	25-Aug-05	2007-528534
Electrosurgical Tissue Treatment Method	To Be Filed	United States of America		
Methods of Treating the Sacroiliac Region of a Patient's Body	Granted	United States of America	15-Nov-05	11/280604
Methods of Treating the Sacroiliac Region of a Patient's Body	Granted	United States of America	25-Sep-06	11/534907
Devices and Methods for Stabilizing Medical Instruments	Application	United States of America	22-Mar-07	11/689902
Devices and Methods for Stabilizing Medical Instruments	Application	United States of America	23-Jul-07	11/781403
Electrosurgical Device and Methods	Application	European Patent	15-Nov-05	06705184.7
Electrosurgical Device with Discontinuous Flow Density	Application	United States of America	17-Feb-06	11/356706
Electrosurgical Treatment Method and Device	Application	United States of America	6-May-06	11/381783
Method of Treating the Sacroiliac Region of a Patient's Body	Application	United States of America	3-Jul-06	11/428458
Method of Treating the Sacroiliac Region of a Patient's Body	Application	United States of America	26-Oct-10	12/912150
Positioning Tool for Positioning an Instrument at a Treatment Site	Application	Australia	22-Jan-08	2008209331

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Positioning Tool for Positioning an Instrument at a Treatment Site	Application	Canada	22-Jan-08	2676191
Positioning Tool for Positioning an Instrument at a Treatment Site	Application	European Patent	22-Jan-08	08706235.2
Positioning Tool	Application	United States of America	22-Jan-08	12/524074
SI probe stabilization device	Application	Patent Cooperation Treaty	9-Feb-10	CA2010/000143
SI probe stabilization device	To Be Filed	United States of America		
Electrosurgical Device with Improved Visibility	Granted	United States of America	15-Mar-05	11/079318
Electrical Needle with Radiopaque Marker	Application	Australia	5-Mar-04	2004216926
Electrical Needle with Radiopaque Marker	Application	European Patent	5-Mar-04	04717535.1
Electrosurgical Cannula	Application	European Patent	15-Mar-06	06721663.0
Device and Method for Electrosurgery	Application	United States of America	21-Sep-09	12/563699
ELONGATE MEMBER PROVIDING A VARIATION IN RADIOPACITY	Application	United States of America	10-Apr-07	11/733515
Radiopaque Electrical Needle	Application	Australia	12-Jul-10	2010202944
Multifunctional Electrosurgical Apparatus	Granted	United States of America	10-May-05	11/125247
Multifunctional Electrosurgical Apparatus	Application	European Patent	25-May-05	05253202.5
Electrosurgical Apparatus Having a Temperature Sensor	Application	United States of America	10-Dec-07	11/953560
Electrosurgical Apparatus Having a Sensor	To Be Filed	United States of America		
Medical Generator With Hierarchical Error Logic	Granted	United States of America	19-Jul-04	10/893274
Medical Generator With Error Logic	Granted	United States of America	22-Jun-06	11/425868
Method and Apparatus for Prioritizing Errors in a Medical Treatment System	Granted	United States of America	7-Sep-06	11/470835
Electrosurgical Treatment in Conjunction with Monitoring	Granted	United States of America	4-Aug-05	11/198099
Determining Connections of Multiple Energy Sources and Energy Delivery Devices	Granted	United States of America	10-Jun-04	10/864410

Electrosurgical Method	Application	United States of America	25-Feb-08	12/036605
System and Method for Controlling Energy Delivery	Application	United States of America	12-Jan-07	11/622668
Methods for Control of Energy Delivery to Multiple Energy Delivery Devices	Application	Australia	25-Feb-08	2008217492
Methods for Control of Energy Delivery to Multiple Energy Delivery Devices	Application	Canada	25-Feb-08	2678766
Methods for Control of Energy Delivery to Multiple Energy Delivery Devices	Application	European Patent	25-Feb-08	08714688.2
Methods for Control of Energy Delivery to Multiple Energy Delivery Devices	Application	United States of America	25-Feb-08	12/528193
Electrosurgical Device and Methods	Electrosurgical Device and Methods	Electrosurgical Device and Methods	Electrosurgical Device and Methods	Electrosurgical Device and Methods
Electrosurgical Device and Methods	Electrosurgical Device and Methods	Electrosurgical Device and Methods	Electrosurgical Device and Methods	Electrosurgical Device and Methods
Electrosurgical Device and Methods	Electrosurgical Device and Methods	Electrosurgical Device and Methods	Electrosurgical Device and Methods	Electrosurgical Device and Methods
Method of Treating the Thoracic Region of a Patient's Body	Application	United States of America	18-Jul-08	12/176035
Method of Treating the Thoracic Region of a Patient's Body	Application	United States of America	27-Aug-08	12/199572
Method for Introducing Materials into a Body	Application	United States of America	7-Mar-06	11/368508
Method for Removing Material from a Patient's Body	Application	United States of America	7-Mar-06	11/368513
Method for Removing Material from a Patient's Body	Application	United States of America	7-Mar-06	11/368510
Method for Removing Material from a Patient's Body	Application	United States of America	7-Mar-06	11/368475
Tissue Removal Apparatus	Application	United States of America	7-Mar-06	11/368491
Tissue Removal Apparatus	Application	United States of America	7-Mar-06	11/368505
Method of Treating Biological Tissue	Application	United States of America	7-Mar-06	11/368509
Tissue Removal	Application	United States of America	7-Mar-06	11/368506

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Apparatus				
Tissue Removal Apparatus	To Be Filed	United States of America		
Tissue Removal Apparatus	To Be Filed			

And a one-half indivisible right, title and interest in the following patents

Title	Filed Date	Application #	Publication#	Patent#
Computerized Electrical Signal Generator	16-Apr-02	10/122,413	7,258,688	7,258,688
Computerized Electrical Signal Generator	17-Aug-07	11/840,732	US 2007-0282321 A1	

### Trade-Marks

U.S. Trademark	Regn/App No.	Regn/App Date
THORACOOOL	77-688516	03/11/2009
TRANSDISCAL	3,685,099	09/22/2009
TRANSDISCAL LOGO DESIGN	3,781,986	04/27/2010

### U.S. Common Law

DATASTREAM  
EPSILON  
LUMBARCOOL  
OPTIMA  
QUICKCLAMP  
RADIOPAQUE  
SYNERGY