

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3490755

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LORNA MCINROY	07/28/2015
RECEIVING PARTY DATA	
Name:	KCI USA, INC.
Street Address:	12930 INTERSTATE 10 WEST
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78249
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14398696
CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<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:	248-641-1600
Email:	docket@hdp.com, eramzy@hdp.com
Correspondent Name:	HARNESS, DICKEY & PIERCE P.L.C.
Address Line 1:	5445 CORPORATE DR.
Address Line 2:	SUITE 200
Address Line 4:	TROY, MICHIGAN 48098
ATTORNEY DOCKET NUMBER:	SYS.1317P-US
NAME OF SUBMITTER:	ESMERALDA E. RAMZY
SIGNATURE:	/EERamzy/
DATE SIGNED:	08/20/2015
Total Attachments: 6	
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Deed of Assignment of Intellectual Property Rights

Dated July 28, 2015

Between

- (1) Lorna McInroy (the Assignor) of ~~8 Harley Street, Earby, BB19 6NL, United Kingdom;~~ ^{98 ST MARIS ROAD Salisbury SP13 9Z UK} LMS
31DU-15
- and
- (2) KCI USA, Inc. (Assignee One) a corporation of Delaware whose post office address is 12930 Interstate 10 West, San Antonio, Texas 78249, USA; and
- (3) Systagenix Wound Management IP Co. B.V. (Assignee Two), organized under the laws of the Netherlands and doing business at Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands;
- together the Assignees;
- each a Party and all three together, the Parties.

Recitals

- A The Assignor was previously an employee of a company within the Systagenix Group and it is the Parties' understanding that all intellectual property rights created by the Assignor in the course of this employment vested automatically in the company within the Systagenix Group as employer by operation of law.
- B The Systagenix Group was acquired by the KCI group of companies by way of share sale on July 26, 2013.
- C Notwithstanding Recital A, the Parties have agreed to enter into this Deed in order that, to the extent any rights or intellectual property rights relating to the invention created by the Assignor during the Assignor's employment have not automatically vested in the Systagenix Group, such intellectual property rights are assigned to Assignee One and Assignee Two respectively on the terms set out in this Deed.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed the following definitions shall apply:

Business means the business of the Systagenix Group.

Business Day means a day (other than a Saturday or a Sunday) on which banks are open in London for transacting general business.

Confidential Information means any know how or trade secrets or confidential information relating to the invention, the Business or works used in the Business.

Invention means the subject matter described in an application for United States Letters Patent entitled "WOUND DRESSINGS" filed on November 3, 2014 and assigned application no. **14/398,696**, patent applications to which it claims priority, and patent applications which claim priority to it.

Rest of World Intellectual Property Rights means copyrights, registered designs, design rights, trade marks, domain names, patents, trade names, database rights and other forms of intellectual or industrial property (in each case for all media for which such rights exist and whether or not registered or registrable and for the full term of the rights, together with any extensions and renewals and applications for registration of or otherwise in connection with the foregoing), Confidential Information and goodwill designations and rights under any international convention for protection of any of the foregoing and the benefit (subject to the burden) of any licences, applications and consents (respectively) granted, applied for or given to the Assignor in respect of any of these rights, in each case as such rights exist anywhere in the world with the exception of the United States of America.

Rest of World Invention Rights means any rights in and relating to the Invention existing in anywhere in the world (with the exception of the United States of America) including but not limited to in the invention itself, any and all notes and preparatory materials, and Rest of World Intellectual Property Rights relating to the same, but in each case excluding any such rights which have vested automatically in the employer company within the Systagenix Group by operation of law by virtue of the Assignor's position as employee of that company.

Systagenix Group means Systagenix Wound Management (US) Inc, Systagenix Wound Management Bezz B.V., Systagenix Wound Management B.V., any direct or indirect subsidiary of any of these companies, and any current or previous affiliate of any of these companies or subsidiaries.

US Intellectual Property Rights means copyrights, registered designs, design rights, trade marks, domain names, patents, trade names, database rights and other forms of intellectual or industrial property (in each case for all media for which such rights exist and whether or not registered or registrable and for the full term of the rights, together with any extensions and renewals and applications for registration of or otherwise in connection with the foregoing), Confidential Information and goodwill designations and rights under any international convention for protection of any of the foregoing and the benefit (subject to the burden) of any licences, applications and consents (respectively) granted, applied for or given to the Assignor in respect of any of these rights, in each case as such rights exist in the United States of America only.

US Inventions Rights means any rights in and relating to the Invention existing in the United States of America including but not limited to in the invention itself, any and all notes and preparatory materials, and US Intellectual Property Rights relating to the same, but in each case excluding any such rights which have vested automatically in the employer company within the Systagenix Group by operation of law by virtue of the Assignor's position as employee of that company.

1.2 Interpretation

In this Deed:

- (a) Clause headings shall not affect the interpretation of this Deed.
- (b) The recitals to this Deed form part of this Deed.

2 Assignment

2.1 Subject to the terms of this Deed the Assignor hereby:

- (a) assigns to Assignee One with full title guarantee to the fullest extent possible for the Assignee to hold absolutely all right, title and interest, whether legal or beneficial, in and relating to the US Invention Rights; and
- (b) assigns to Assignee Two with full title guarantee to the fullest extent possible for the Assignee to hold absolutely all right, title and interest, whether legal or beneficial, in and relating to the Rest of World Invention Rights.

2.2 The Parties intend that, in the case of any applications for registration of patents and registered designs the Assignor is assigning to the Assignees under this Deed, when the applications are granted the registrations will vest in the Assignees.

2.3 The assignments in Clause 2.1 shall include the right for the Assignees to bring, make, oppose, defend or appeal proceedings, claims and/or actions in connection with the US Invention Rights or Rest of World Invention Rights as applicable (including proceedings against any third party for infringement of the US Invention Rights or Rest of World Invention Rights or for passing off or for otherwise infringing the rights of the Assignor in the US Invention Rights or Rest of World Invention Rights) or other infringement occurring before or after the date of this Deed or before or after the date of registration of any of the US Invention Rights or Rest of World Invention Rights and retain damages in respect of the same.

3 Moral Rights

The Assignor hereby unconditionally and irrevocably waives all moral rights that exist or may arise in and relating to any works the subject of the US Invention Rights or Rest of World Invention Rights assigned under this Deed as may arise by virtue of the Copyright, Designs and Patents Act 1988 and any other moral rights that exist or may arise in any country in and relating to such works and agrees not to assert such rights in any jurisdiction where they are incapable of waiver.

4 Further Assurance

The Assignor shall on or at any time after the date of this Deed at the direction and expense of either or both of the Assignees:

- (a) execute and sign such documents, forms and authorisations and do such acts and things as the Assignees shall reasonably require for assuring to or vesting in the Assignees the beneficial ownership of and legal title to the US Invention Rights or Rest of World Invention Rights as applicable including registering the assignment as a transfer with the applicable design or patent registry as appropriate and to secure the benefits of the rights assigned under this Deed; and
- (b) give such assistance as the Assignees may reasonably require to obtain appropriate protection for or to enforce or defend any of the Invention Rights anywhere in the world.

5 Warranties Representations and Undertakings

The Assignor warrants, represents and undertakes that the Assignor has the full power to enter into this Deed.

6 Confidentiality Undertaking

6.1 Subject to Clause 6.2, the Assignor shall keep confidential and not disclose to any person any Confidential Information.

6.2 The Assignor may disclose or permit the disclosure of Confidential Information:

- (a) to its representatives, officers, employees or legal or other professional advisers, to the extent necessary to enable it or them to perform or cause to be performed or to enforce any of its rights or obligations under this Deed;
- (b) when required to do so:
 - (i) by law; or
 - (ii) by or pursuant to the rules or any order of any court, tribunal or agency of competent jurisdiction; or
 - (iii) any governmental body, department or agency having jurisdiction over it or the regulations of the London Stock Exchange, the Financial Services Authority, the Panel on Takeovers and Mergers, the Office of Fair Trading, the European Commission or by any equivalent laws or regulations of institutions or other equivalent authorities in jurisdictions outside the United Kingdom; or
- (c) which at the date of its disclosure is public knowledge or which subsequently becomes public knowledge otherwise than as a result of a breach of this Clause.

The obligations in this Clause shall continue to apply after termination of this Deed without limit in time.

7 Invalidity

7.1 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that shall, so long as the commercial purpose of this Deed is still capable of performance, not in any way affect or impair the validity, legality or enforceability:

- (a) in that jurisdiction of any other provision of this Deed; or
- (b) under the law of any other jurisdiction of that or any other provision of this Deed.

8 Notices

8.1 Any notice or other communication to be given under this Deed shall be in writing and shall be delivered by hand, sent by prepaid first class post and shall be addressed to the Party to be served at the address set out above or to such other address in as a Party may notify to the other Party in writing as being its address for such purpose.

8.2 Any notice or other communication under this Deed shall only be effective when received.
Any notice or communication:

- (a) delivered by hand shall be deemed to have been received at the time of delivery;
- (b) sent by post shall be deemed to have been received on the second Business Day (for inland mail) or the fifth Business Day (for overseas mail) after the date of posting; and
- (c) transmitted by fax shall be deemed to have been received on the Business Day following the date of the transmission.

9 Miscellaneous

9.1 No failure to exercise, nor delay or omission by any Party in exercising any right or remedy under this Deed or provided by law shall affect that right or remedy or operate as a waiver of it. No single or partial exercise by any Party of any right or remedy shall prevent any further exercise of that right or remedy or the exercise of any other right or remedy.

9.2 No variation of the terms of this Deed shall be effective unless agreed in writing.

10 Third Party Rights

The Parties do not intend that any term of this Deed shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed except that a Party's assignee or successor will be deemed to be a Party to this Deed.

11 Governing Law

English law governs:

- (a) this Deed and its interpretation; and
- (b) any non-contractual obligations arising from or connected with this Deed.

12 Jurisdiction

The Parties irrevocably agree that the courts of Texas and the English courts shall each have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed. Each Party agrees to waive any objection to the courts of Texas and the English courts, whether on the grounds of venue or that the forum is not appropriate.

13 Counterparts

The Parties may execute this Deed in any number of counterparts, each of which is an original. A set of counterparts, executed by all the parties, together forms one and the same instrument.

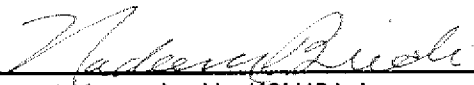
Executed as a deed and delivered on the date appearing at the beginning of this Deed.

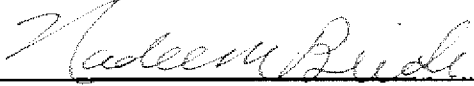
Signed as a deed by Lorna McInroy: 

in the presence of:
Signature of witness: 

Name of witness: BASSAM HALLIS

Address: SOUTHDENE, BLANDFORD RD
COOMBE BISSETT
SALISBURY, SP5 4LH


Executed as a deed by KCI USA, Inc.)
acting by an authorised signatory)
in accordance with the law of incorporation)
of the company)


Executed as a deed by Systagenix Wound Management IP Co. B.V.)
acting by an authorised signatory)
in accordance with the law of incorporation)
of the company)

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