

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3545382

| | |
|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BRIAN P. BJELOVUK | 01/13/2015 |
| BILLY J. RATLIFF | 05/01/2015 |
| MICHAEL T. ROLLER | 11/05/2014 |
| ROBERT H. ROTH | 04/21/2015 |
| RECEIVING PARTY DATA | |
| Name: | SMITH & NEPHEW INC. |
| Street Address: | 1450 E BROOKS ROAD |
| City: | MEMPHIS |
| State/Country: | TENNESSEE |
| Postal Code: | 38116 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 29492116 |
| 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: | LAUREN HOCKETT |
| SIGNATURE: | /Lauren Hockett/ |
| DATE SIGNED: | 09/28/2015 |
| Total Attachments: 8 | |
| source=261 and 266 Assignment#page1.tif | |
| source=261 and 266 Assignment#page2.tif | |

source=261 and 266 Assignment#page3.tif

source=261 and 266 Assignment#page4.tif

source=261 and 266 Assignment#page5.tif

source=261 and 266 Assignment#page6.tif

source=261 and 266 Assignment#page7.tif

source=261 and 266 Assignment#page8.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, Kealoha Young Deutsch, 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> |
|--|---|--------------------|
| 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, ASSIGNORS (as defined below) hereby authorize and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, **Customer No. 20,995** to insert in the foregoing table the title, attorney docket number, application number and filing date, respectively, of any U.S. Patent Applications (including without limitation any subsequently filed nonprovisional applications, design applications, and any U.S. National Phase Patent Applications) and/or any PCT International Applications that correspond to or claim priority to any of the applications listed in foregoing table and/or disclose one or more of the Inventions, said U.S. Patent Applications and/or PCT International Applications and/or any community design registrations, if any, being filed after the date this Assignment Agreement was prepared and/or after the date this Assignment Agreement was executed by ASSIGNOR. However, this Assignment Agreement shall not be unenforceable if any of the aforementioned U.S. Patent Applications and/or PCT International Applications are not hereinafter filed or if the application number or filing date of any such application are not inserted above. All of the foregoing applications, including any U.S. Patent Applications and/or PCT International Applications listed in the foregoing table, if any, are collectively referred to hereinafter as the "Applications."

WHEREAS, Kaleidoscope Animations, Inc., a company having offices at 205 West 4th Street, Suite 1140, Cincinnati, OH 45202 ("Kaleidoscope") 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 Kaleidoscope;

WHEREAS, Kaleidoscope has acquired all of INVENTORS' rights to the Inventions and the Applications (the INVENTORS and Kaleidoscope are collectively referred to herein as "ASSIGNORS");

WHEREAS, pursuant to an agreement between Smith & Nephew Inc. and Kaleidoscope, Kaleidoscope 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 ASSIGNORS in and to the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein;

WHEREAS, INVENTORS have been directed by Kaleidoscope to execute an assignment of the Inventions and Applications to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby acknowledge that ASSIGNORS have 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 ASSIGNORS' 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 ASSIGNORS' 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 ASSIGNORS' 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. ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE any facts of which any of ASSIGNORS 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 ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses. ASSIGNORS do 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 ASSIGNORS FURTHER AGREE AS FOLLOWS:

F. This Assignment Agreement is binding on each of ASSIGNORS, 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 of ASSIGNORS, 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 ASSIGNORS.

G. If any of ASSIGNORS cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' 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. ASSIGNORS acknowledge 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. Each of ASSIGNORS 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 of ASSIGNORS shall be effective.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2014.



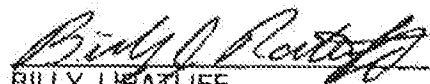
Digitally signed by Brian Bjelovuk
DN: cn=Brian Bjelovuk, o=me,
email=bjelovuk@me.com, c=US
Date: 2015.01.12 16:42:14 -0500

BRIAN P. BJELOVUK

Witness Signature

Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 1st day of MAY, 2015.



BILLY J. HATLIFF

Witness Signature

Witness Name

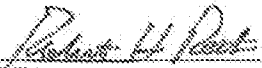
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5 day of
NOVEMBER, 2014.


MICHAEL T. ROLLER



Witness Signature

TERRI MARTIN
Witness Name

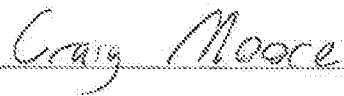
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21st day of April, 2015.



ROBERT H. ROTH



Witness Signature



Witness Name

Kaleidoscope Animations, Inc.

By: Craig Moore

Name Printed: Craig Moore

Title: IHA

Date: 4-21-15

ACCEPTED BY:

Smith & Nephew Inc.:

By: Martin Connors

Name Printed: MARTIN CONNORS

Title: by Power of Attorney

Date: PATENT ATTORNEY

Date: 19 AUGUST 2015

19099403