

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IACOPO CLAUDIO FERRARI	07/16/2014
CHRISTIAN RIVA	07/09/2014
RECEIVING PARTY DATA	
Name:	SMITH & NEPHEW MEDICAL LIMITED
Street Address:	101 HESSLE ROAD
City:	HULL
State/Country:	UNITED KINGDOM
Postal Code:	HU3 2BN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14401356
CORRESPONDENCE DATA	
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<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>	
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Correspondent Name:	KNOBBE MARTENS OLSON & BEAR, LLP
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ATTORNEY DOCKET NUMBER:	SMNPH.215NP
NAME OF SUBMITTER:	GRANT MCADAMS
SIGNATURE:	/Grant McAdams/
DATE SIGNED:	10/27/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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REEL: 036895 FRAME: 0338

ASSIGNMENT AGREEMENT

WHEREAS, We, identified in the table below (collectively or individually referred to herein as "INVENTOR or INVENTORS"), are citizens of the country listed below and reside in the city and country listed below,

Inventor	Country of Citizenship	Residence City and Country
Iacopo Claudio Ferrari	IT	Milano, Italy
Christian Riva	IT	Milano, Italy

WHEREAS, INVENTORS have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Inventions") disclosed in the following patent applications:

Application No. (Attorney Docket No.)	Filing Date	Title	Inventors
International Application No. PCT/IB2013/001513 (PT-4150-WO- PCT/SMNPH.215WO)	15 May 2013	NEGATIVE PRESSURE WOUND THERAPY APPARATUS	Julie Allen Ben Alan Askem Trevor John Beckett Ian Binder Sarah Jenny Collinson Iacopo Claudio Ferrari Christopher John Fryer John Cowan-Hughes Philip Gowans Matthew James Herd Keith Marshall Steven Carl Mehta Tom Moy Paul Mullen Derek Nicolini Alex David Norman Neil Pryor Christian Riva Gary Stacey Philip Walsh

Application No. (Attorney Docket No.)	Filing Date	Title	Inventors

ASSIGNOR (as defined below) hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20,995 to insert in the foregoing table the application number, attorney docket number, filing date, title, and inventors, respectively, of any U.S. Patent Applications (including without limitation any subsequently filed provisional applications, nonprovisional applications, design applications, and any U.S. National Phase Patent Applications) and/or any PCT International Applications and/or any community design registrations 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, 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, each INVENTOR is, or at the relevant time was, an employee of Flextronics Medical Sales and Marketing Limited, a company registered in Mauritius and having a principal place of business at Level 3, Alexander House, 35 Cybercity, Ebene, Mauritius (hereinafter "FLEXTRONICS"),

WHEREAS, each INVENTOR invented such Invention in the ordinary course of his or her employment with FLEXTRONICS;

WHEREAS, FLEXTRONICS employed each INVENTOR at the time the Inventions were made, and at least by virtue of each INVENTOR's employment with FLEXTRONICS, FLEXTRONICS became the owner of all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of the INVENTORS (the INVENTORS and FLEXTRONICS collectively referred to herein as "ASSIGNOR");

WHEREAS, Smith & Nephew Medical Limited (No. 605496), a company registered in England and having a principal place of business at 101 Hessle Road, Hull, HU3 2BN (hereinafter "ASSIGNEE"), entered into an Agreement with FLEXTRONICS whereby FLEXTRONICS agreed that ASSIGNEE would own all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of FLEXTRONICS;

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm that ASSIGNEE has acquired all of the rights, title, and interest of INVENTORS and FLEXTRONICS in and to the

improvements of or disclosed in the Inventions and the Applications and 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 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, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, 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 Invention, 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 Invention 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 Invention to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their 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.

B. If any ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, each ASSIGNOR agrees to and do 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.

C. 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.

D. Each ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights 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.

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

16-JUL-2014
Date

Karim S. G.
Witness Signature

RAVASIO LUIGI
Witness Name

Iacopo Claudio Ferrari
Iacopo Claudio Ferrari

16 JULY 2014
Date

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

09-JUL-2014
Date

Karim S. G.
Witness Signature

RAVASIO LUIGI
Witness Name

Christian Riva
Christian Riva

09 JULY 2014
Date

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

Flextronics Medical Sales and Marketing Limited

By: Michele Monaco

Name Printed: MICHELE MONICO

Title: VP & CH R&D and Engineering

Date: July 6th 2014

ACCEPTED AND CONFIRMED BY:

Smith & Nephew Medical Ltd.

By: Martin Connors

Name Printed: MARTIN CONNORS

Title: Patents Manager

Date: 27 May 2015

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