

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3635991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT JOHN WATTS	07/04/2014
RECEIVING PARTY DATA	
Name:	DORSET ORTHOPAEDIC COMPANY LIMITED
Street Address:	TOWNGATE HOUSE
Internal Address:	2-8 PARKSTONE ROAD
City:	POOLE, DORSET
State/Country:	UNITED KINGDOM
Postal Code:	BH15 2PW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09529482
CORRESPONDENCE DATA	
Fax Number:	(801)799-5700
<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:	8017995800
Email:	slcipdocket@hollandhart.com
Correspondent Name:	HOLLAND & HART LLP/JOSHUA N. RANDALL
Address Line 1:	P.O. BOX 11583
Address Line 4:	SALT LAKE CITY, UTAH 84147
ATTORNEY DOCKET NUMBER:	76156.0410
NAME OF SUBMITTER:	JOSHUA N. RANDALL
SIGNATURE:	/Joshua N. Randall/
DATE SIGNED:	11/30/2015
Total Attachments: 12	
source=Dorset-Assignment#page1.tif	
source=Dorset-Assignment#page2.tif	
source=Dorset-Assignment#page3.tif	
source=Dorset-Assignment#page4.tif	
source=Dorset-Assignment#page5.tif	

source=Dorset-Assignment#page6.tif
source=Dorset-Assignment#page7.tif
source=Dorset-Assignment#page8.tif
source=Dorset-Assignment#page9.tif
source=Dorset-Assignment#page10.tif
source=Dorset-Assignment#page11.tif
source=Dorset-Assignment#page12.tif

Dated 4th July 2014

INTELLECTUAL PROPERTY ASSIGNMENT

between

ROBERT JOHN WATTS

and

DORSET ORTHOPAEDIC COMPANY LIMITED

STEELE RAYMOND LLP
Richmond Point
43 Richmond Hill
Bournemouth
Dorset
BH2 6LR

V000001900000001\3399707.docx
24/06/2014 20:50
Doc: IP Assignment Version: 5

PATENT
REEL: 037170 FRAME: 0695

THIS DEED is dated the

4th

day of

JULY

2014

PARTIES

- (1) ROBERT JOHN WATTS of Talks Farm, East Martin, Fordingbridge, Hants SP6 3LJ (Assignor).
- (2) DORSET ORTHOPAEDIC COMPANY LIMITED incorporated and registered in England and Wales with company number 02346911 whose registered office is at Towngate House, 2-8 Parkstone Road, Poole, Dorset, BH15 2PW (Assignee).

Each "a Party" together "the Parties".

BACKGROUND

- (A) The Assignor is the proprietor of, or applicant for, the Patents and Designs (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Patents and Designs to the Assignee on the terms set out in this assignment.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business: the business carried on by the Assignee, namely the provision of prosthetic and orthotic services.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in city of London are open for business.

Condition: The condition set out in clause 2.2 below.

Designs: the designs and design applications short particulars of which are set out in the Schedule.

Main Agreement: ~~the~~ a share sale and purchase agreement dated ~~11/11/13~~ between the Assignor, Wayne Jones and the Assignee. ~~the~~

Patents: the patents and patent applications short particulars of which are set out in the Schedule.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written includes fax but not e-mail.
- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. CONDITION

2.1 The Parties hereby agree that on satisfaction of the Condition this deed shall immediately be fully and effectively binding on them. For the avoidance of doubt, unless and until the Condition is satisfied this deed shall have no effect.

2.2 The Condition is the completion of the Main Agreement.

3. ASSIGNMENT

Subject to the satisfaction of the Condition and pursuant to and for the consideration of £1.00 paid by the Assignee to the Assignor, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Patents and the Designs, and in and to all and any inventions disclosed in the Patents and Designs, including:

- (a) in respect of any and each application in the Patents and Designs:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patents and Designs, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents or Designs, and each and any of the applications comprised in the Patents and/or Designs or filed as aforesaid, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
- (d) the absolute entitlement to any patents or designs granted pursuant to any of the applications comprised in the Patents and/or Designs or filed as aforesaid; and

- (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or Designs or any patents or designs granted on any of the applications comprised in the Patents or Designs or filed as aforesaid, whether occurring before, on or after the date of this assignment.

4. FURTHER ASSURANCE

At the Assignee's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. SEVERANCE

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. COUNTERPARTS

9.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

10. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

11. NOTICES

11.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

11.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 09.00 am on the second Business Day after posting.
- (c) if sent by fax, at 09:00 am on the next Business Day after transmission.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. GOVERNING LAW

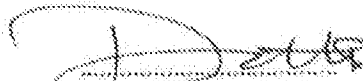
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

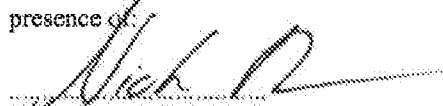
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by DORSET
ORTHOPAEDIC COMPANY
LIMITED acting by ROBERT
JOHN WATTS, a director, in the
presence of



Director



SIGNATURE OF WITNESS

NAME

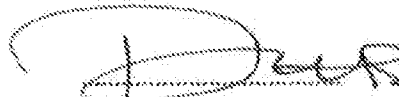
NICHOLAS ANDREW DAVIES
Solicitor

ADDRESS

Richmond Point, 43 Richmond Hill
Bournemouth, Dorset BH2 6LR

OCCUPATION

Executed as a deed by
ROBERT JOHN WATTS in the
presence of



ROBERT JOHN WATTS



SIGNATURE OF WITNESS

NAME

NICHOLAS ANDREW DAVIES
Solicitor

ADDRESS

Richmond Point, 43 Richmond Hill
Bournemouth, Dorset BH2 6LR

OCCUPATION

Schedule Patents and Designs

See attached.

CASES UNDER MANAGEMENT



Our Ref	Country	Product	Status	Appl. No.	Reg. No.	Renewal Date	Expiry Date
PATENTS							
P019001GB	UK	Safe Mk.1	Granted	9721863	GB2330309	31/10/2013	12/10/2018
P019001WO	PCT	Safe Mk.1	Completed	PCT/GB81998/03088		n/a	
P019001WO-CA	Canada	Safe Mk.1	Granted	2,312,832	2,312,832	12/10/2014	12/10/2018
P019001WO-EP	EP	Safe Mk.1	Granted	EP0949089.1	EP1030628	n/a	12/10/2018
P019001WO-EP(AT)	Austria	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(BE)	Belgium	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(CH)	Switzerland	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(DE)	Germany	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(DK)	Denmark	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(ES)	Spain	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(FI)	Finland	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(FR)	France	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(IR)	Ireland	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(IT)	Italy	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(NL)	Netherlands	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(SD)	Sweden	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-EP(UK)	UK	Safe Mk.1	Granted	EP0949089.1	EP1030628	31/10/2014	12/10/2018
P019001WO-US	US	Safe Mk.1	Granted	09/529,482	US6,908,445	21/12/2016	12/10/2018
P019005WO	PCT	Elastic Orthosis	Completed	PCT/GB2004/001621		n/a	
P019006GB	UK	SAFO Mk.II	Granted	GB0426729.0	GB2420716	31/12/2014	06/12/2025

Dorset Orthopaedic Company Limited
OUR REF: P019000

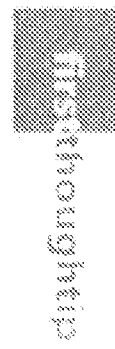
CASES UNDER MANAGEMENT



Our Ref	Country	Product	Status	App. No.	Reg No.	Renewal Due	Expiry Date
P019006WQ	PCT	SAFO MK.II	Completed	PCT/G821005/004585		n/a	
P019006WQ-CA	Canada	SAFO MK.II	Pending	2,390,771		06/12/2014	
P019006WQ-EP	EP	SAFO MK.II	Granted	EP05813543.5	EP1848385	n/a	
P019006WQ-EP(AT)	Austria	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(BE)	Belgium	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(CH)	Switzerland	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(DE)	Germany	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(DK)	Denmark	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(ES)	Spain	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(FI)	Finland	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(FR)	France	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(SE)	UK	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(IE)	Ireland	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(IT)	Italy	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(NL)	Netherlands	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(PL)	Poland	SAFO MK.II	Granted	EP05813543.5	EP1848385	06/12/2014	06/12/2025
P019006WQ-EP(SE)	Sweden	SAFO MK.II	Granted	EP05813543.5	EP1848385	31/12/2014	06/12/2025
P019006WQ-EP(TR)	Turkey	SAFO MK.II	Granted	EP05813543.5	EP1848385	06/12/2014 not due until granted	06/12/2025
P019006WQ-IN	India	SAFO MK.II	Pending	5204/DELNP/2007			

Dorset Orthopaedic Company Limited
 OUR REF: P019000

CASES UNDER MANAGEMENT

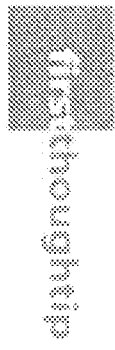


Our Ref	Country	Product	Status	Appl. No.	Reg. No.	Renewal Due	Expiry Date
P019006WO-US	US	SAFO Mk.II	Pending	11/792473		not due until granted	
P019007GB	UK	Prosthesis	Granted	GB0525882.7	GB2433443	31/12/2014	29/12/2025
P019008GB2	UK	Loc-in liner	Granted	GB0817680.2	GB2453752	30/09/2014	29/09/2028
P019008GB3	UK	Loc-in liner	Granted	GB0817680.2	GB2469764	30/09/2014	29/09/2028
P019008WO	PCT	Loc-in liner	Completed	PCT/EP2008/065028		n/a	
P019009WO	PCT	Safo G01	Completed	PCT/EP2009/050522		n/a	
P019009WO-EP	EP	Safo G01	Granted	EP09702934.2	EP2252241	n/a	
P019009WO-EP(CH)	Switzerland	Safo G01	Granted	EP09702934.2	EP2252241	31/01/2015	17/01/2029
P019009WO-EP(DE)	Germany	Safo G01	Granted	EP09702934.2	EP2252241	31/01/2015	17/01/2029
P019009WO-EP(FR)	France	Safo G01	Granted	EP09702934.2	EP2252241	31/01/2015	17/01/2029
P019009WO-EP(UK)	UK	Safo G01	Granted	EP09702934.2	EP2252241	31/01/2015	17/01/2029
P019009WO-EP(SE)	Sweden	Safo G01	Granted	EP09702934.2	EP2252241	31/01/2015	17/01/2029
P019009WO-US	US	Safo G01	Pending	12/918564		not due until granted	
P019010WO	PCT	IFT	Completed	PCT/EP2012/053581		n/a	
P019010WO-BR	Brazil	IFT	Pending	BR1120130224240		01/06/2014	
P019010WO-MX	Mexico	IFT	Pending	MX/A/2013/010051		not due until granted	
P019010WO-US	US	IFT	Pending	14/002473		not due until granted	

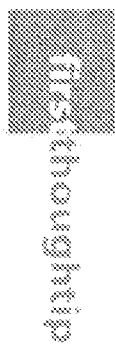
Dorset Orthopaedic Company Limited
OUR REF: P019000

CASES UNDER MANAGEMENT

Our Ref	Country	Product	Status	Appl. No.	Reg No.	Renewal Due	Expiry Date
P01901000-EP	EP	EP	Pending	EP12711120.1		31/03/2014	
P01901100	UK	Breast Cosmesis	Pending	GB1401409.8			



Dorset Orthopaedic Company Limited
OUR REF: P019000



CASES UNDER MANAGEMENT

Our Ref	Country	Product	Status	Appl. No.	Reg No.	Renewal Date	Expiry Date
---------	---------	---------	--------	-----------	---------	--------------	-------------

DESIGN REGISTRATIONS

D019003CN	China	SARQ MK. II	Registered	ZL200530005951.X	ZL200530005951.X	14/04/2015	
D019003EU	EC	SARQ MK. II	Registered	000252770-0004	000252770-0001	10/11/2014	
D019003US	US	SARQ MK. II	Registered	29/229367	0553,251	none payable	