

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3778171

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GORDON MCLEARY	03/17/2014
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<b>Name:</b>	TOUCH EMAS LIMITED	
<b>Street Address:</b>	UNIT 3, ASHWOOD COURT, OAKBANK PARK WAY	
<b>City:</b>	LIVINGSTON	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	EH53 0TH	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14416737
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<b>ATTORNEY DOCKET NUMBER:</b>	TBI-013	
<b>NAME OF SUBMITTER:</b>	JAIME L. BURKE	
<b>SIGNATURE:</b>	/Jaime L. Burke/	
<b>DATE SIGNED:</b>	03/10/2016	
<b>Total Attachments: 3</b>		
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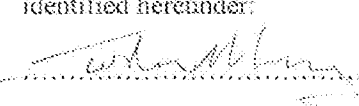
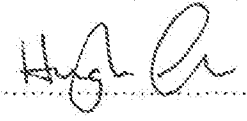
*Acknowledgement & Assignment of Rights (UK direct employee):*

I, Gordon McLeary of 8 Calder Drive, Lochwinnoch, PA12 4AU, United Kingdom, a British national, (the "Inventor")

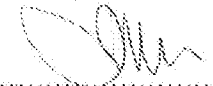
hereby acknowledge, that:

- 1 I am joint inventor of an invention entitled "Improvements in or Relating to Prosthetics and Orthotics" ("the Invention") described in United Kingdom Patent Application 1213030.8 filed 23 July 2012 and International Patent Application PCT/GB2013/051961 filed 23 July 2013.
- 2 By a contract dated 7<sup>th</sup> April 2008, I am an employee of Touch EMAS Limited of Unit 3, Ashwood Court, Oakbank Park Way, Livingston, EH53 0TH, United Kingdom (the "Company") and the Invention was made in the course of my normal duties or duties specifically assigned to me.
- 3 By virtue of Section 39 of the Patents Act 1977\* the Company is the legal and beneficial owner of the Invention, and has the right to apply for and obtain in its own name patent and like protection in any territory and/or to dispose of the Invention as it sees fit.
- 4 In view of the above and in view of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, I hereby assign to the Company, its successors, legal representatives and assigns all right, title and interest in and to the Invention, the aforesaid application and all corresponding patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty and claiming priority from the aforesaid application and all applications for extension filed or to be filed for the Invention, all continuation, divisional, continuation-in-part and reissue applications, and all Letters Patent, Invention Registrations, Utility Models, Extensions, Reissues or Reexaminations and other patent rights, obtained for the Invention in the United States or any other country; I warrant that I have made no assignment of the Invention, application or patent therefor to a party other than said Company and I am under no obligation to make any assignment of the Invention, application, or patent therefor to any other party.
- 5 I hereby agree to sign any further document and do any other thing necessary to give effect to the foregoing, at the request and expense of the Company, its successors and representatives. I acknowledge that this obligation will continue in the event that I leave my employment.
- 6 I further grant the Company's attorneys the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office and corresponding authorities in other territories for recording this document. It is understood and agreed that said Company's attorneys have represented only the Company and will continue to represent only the Company with respect to this invention.

IN WITNESS WHEREOF I as inventor have executed this document at the date and before the witnesses identified hereunder:

 (Inventor)  (Witness)  
17/3/14 (Date) 17/3/14 (Witness)

We hereby confirm and agree with the above for and on behalf of the Company. Signed:

 (Director/Secretary) Date: 17/3/14  
JILL MCGREGOR (Print Name)

Identification of corresponding applications:

Territory ..... Identification .....

Inserted by ..... (Attorney/Agent) Date: .....

Territory ..... Identification .....

Inserted by ..... (Attorney/Agent) Date: .....

Territory ..... Identification .....

Inserted by ..... (Attorney/Agent) Date: .....

Territory ..... Identification .....

Inserted by ..... (Attorney/Agent) Date: .....

Territory ..... Identification .....

Inserted by ..... (Attorney/Agent) Date: .....

\* Section 39 is reproduced on the attached sheet overleaf

## Patents Act 1977

### *Employees' inventions*

#### *Section 39*

- (1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if -
  - (a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or
  - (b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.
- (2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.