504068806 10/26/2016

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
FELIX C. QUINTANAR	05/09/2016

## **RECEIVING PARTY DATA**

Name:	SMITH & NEPHEW, INC.	
Street Address:	1450 BROOKS ROAD	
City:	MEMPHIS	
State/Country:	TENNESSEE	
Postal Code:	38116	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	14210062
Application Number:	14775339

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	SMNPH.229A-229NP2	
NAME OF SUBMITTER:	JACOB PETERSON	
SIGNATURE:	/Jacob Peterson/	
DATE SIGNED:	10/26/2016	

## **Total Attachments: 4**

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> PATENT REEL: 040143 FRAME: 0689

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#### **ASSIGNMENT AGREEMENT**

WHEREAS, I, Felix C. Quintanar, a citizen of the United States, residing at 2 Mast Drive, Hull, HU9 1ST, United Kingdom (referred to hereinafter as "ASSIGNOR") have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Inventions") disclosed in the following patent applications:

<u>Title</u>	Application Number	Filing Date
(Altorney Docket No.)		
SYSTEMS AND METHODS FOR APPLYING REDUCED PRESSURE THERAPY (SMNPH.229PR)	U.S. Provisional Patent Application No. 61/785,384	March 14, 2013
SYSTEMS AND METHODS FOR APPLYING REDUCED PRESSURE THERAPY (SMNPH.229A)	U.S. Patent Application No. 14/210,062	March 13, 2014
SYSTEMS AND METHODS FOR APPLYING REDUCED PRESSURE THERAPY (SMNPH.229WO2)	International Patent Application No. PCT/US2014/026692	March 13, 2014
THERAPY UNIT ASSEMBLY (SMNPH.261DA)	U.S. Design Patent Application No. 29/492,116	May 28, 2014
GRAPHICAL USER INTERFACE (SMNPH.264DA)	U.S. Design Patent Application No. 29/492,263	May 29, 2014
THERAPY UNIT ASSEMBLY (SMNPH.266DA)	U.S. Design Patent Application No. 29/492,724	June 2, 2014
DEVICE FOR APPLYING NEGATIVE PRESSURE TO A WOUND (SMNPH.269DA)	U.S. Design Patent Application No. 29/492,121	May 28, 2014

ASSIGNOR 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, and filing date, 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

PATENT REEL: 040143 FRAME: 0690 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 is 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, Smith & Nephew, Inc., a Delaware corporation having offices at 1450 Brooks Road, Memphis, TN 38116, United States of America (hereinafter "ASSIGNEE") desires to confirm that it has acquired the entire right, title, and interest of ASSIGNOR in and to the Inventions and the Applications, as well as all related intellectual property rights as further set torth 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 does 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, 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.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR 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 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 Inventions to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment Agreement.

#### AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- E. This Assignment Agreement is binding on ASSIGNOR, 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 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 ferm of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- F. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does 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.
- G. 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 count costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

PATENT REEL: 040143 FRAME: 0692 H. ASSIGNOR 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 ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereu	nto set my hand and scal
9-MAY-2016	THAMM
Date	Felix C. Quintanar
1300 DH.	
Witness Signature	
L. DEWA-PORTA	
Witness Name	****

Date: 4th October 2016

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