

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4414831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SMITH & NEPHEW PLC	02/20/2017
RECEIVING PARTY DATA	
Name:	SMITH & NEPHEW, INC.
Street Address:	1450 BROOKS ROAD
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38016
Name:	UNIVERSITY OF MASSACHUSETTS
Street Address:	225 FRANKLIN STREET
Internal Address:	33RD FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14403163
Application Number:	14402674
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:	(949) 760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP
Address Line 1:	2020 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	SMNPH.218NP; SMNPH.216NP
NAME OF SUBMITTER:	JESSICA L. ACHTSAM

SIGNATURE:	/Jessica L. Achtsam/
DATE SIGNED:	05/15/2017
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

Application No.: PCT/IB2013/001555
Filing Date: May 23, 2013

PATENT
Client Code: SMNPH.218WO
Page 1 of 5

SECOND ASSIGNMENT AGREEMENT

This Second Assignment Agreement ("SECOND ASSIGNMENT") is effective as of _____, 2017, and is between Smith & Nephew PLC of 15 Adam Street, London, WC2N 6LA, a company with company number 00324357 (hereinafter "ASSIGNOR"), Smith & Nephew Inc., a Delaware corporation with its office and place of business at 1450 Brooks Road, Memphis, Tennessee, TN 38016 (hereinafter "SNI") and University of Massachusetts, having an address at 225 Franklin Street, 33rd Floor, Boston, MA 02110 (hereinafter "UNIVERSITY").

WHEREAS, the parties wish to clarify the terms and obligations of the Assignment Agreement between ASSIGNOR, SNI, and UNIVERSITY ("FIRST ASSIGNMENT"), executed April 2, 2014 and recorded in the records of the United States Patent and Trademark Office ("PTO") on April 7, 2014 as Reel/Frame number 032620/0986, the FIRST ASSIGNMENT assigning the rights to certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("INVENTIONS") disclosed in the following patent applications:

<u>Title</u> (Attorney Docket No.)	<u>Application Number</u>	<u>Filing Date</u>
DEVICES AND METHODS FOR TREATING AND CLOSING WOUNDS WITH NEGATIVE PRESSURE (SMNPH.218WO)	PCT/IB2013/001555	May 23, 2013
DEVICES AND METHODS FOR TREATING AND CLOSING WOUNDS WITH NEGATIVE PRESSURE (SMNPH.218PR)	61/651,483	May 24, 2012
DEVICES AND METHODS FOR TREATING AND CLOSING WOUNDS WITH NEGATIVE PRESSURE (SMNPH.218PR2)	61/782,270	March 14, 2013
DEVICES AND METHODS FOR TREATING AND CLOSING WOUNDS WITH NEGATIVE PRESSURE (SMNPH.218NP)	14/403,163	November 21, 2014

WHEREAS, the parties wish to confirm that PCT Application No. PCT/IB2013/0002485 (Attorney Docket No. SMNPH.216WO), filed May 21, 2013, and, other than U.S. Provisional Application No. 61/651,483, all provisional applications relating thereto, and all divisions,

Application No.: PCT/IB2013/001555
Filing Date: May 23, 2013

PATENT
Client Code: SMNPH.218WO
Page 2 of 5

continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent, Design Application, Design Registration, or Registered Design or national phase applications relating thereto that have been filed or may hereafter be filed in the United States or in any country foreign to the United States, including U.S. Application No. 14/402,674 filed November 20, 2014 (collectively, the "SMNPH.216WO APPLICATIONS"), were not assigned in the FIRST ASSIGNMENT and remain solely owned by ASSIGNOR;

WHEREAS, this SECOND ASSIGNMENT replaces and supersedes the FIRST ASSIGNMENT;

WHEREAS, ASSIGNOR represents and warrants that it was an owner of the INVENTIONS;

ASSIGNOR hereby authorizes 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 provisional and nonprovisional 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 the 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 SECOND ASSIGNMENT was prepared and/or after the date this SECOND ASSIGNMENT was executed by ASSIGNOR. However, this SECOND ASSIGNMENT shall not be unenforceable if any of the aforementioned U.S. Patent publications 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, and excluding all of the SMNPH.216WO APPLICATIONS, are collectively referred to hereinafter as the "ASSIGNED APPLICATIONS."

WHEREAS, Raymond Dunn was added as an inventor to International Application No. PCT/IB2013/001555 on September 11, 2013;

WHEREAS, UNIVERSITY, by virtue of an assignment executed by Raymond Dunn on November 6, 2013, is the assignee of the full and exclusive right, title and interest of Raymond Dunn with respect to inventions set forth in International Application No. PCT/IB2013/001555 and related intellectual property;

WHEREAS, SNI and UNIVERSITY desire to confirm that they each have acquired a one-half undivided interest in and to the ASSIGNED APPLICATIONS and the INVENTIONS disclosed therein under the terms set forth in this SECOND ASSIGNMENT;

WHEREAS, the parties intend for this SECOND ASSIGNMENT to be submitted for recordation to the Assignments Recordation Branch of the United States Patent and Trademark Office for at least International Application No. PCT/IB2013/001555 and U.S. Application No. 14/403,163 to provide notice that International Application No. PCT/IB2013/001555 and U.S. Application No. 14/403,163 remain co-owned by SNI and UNIVERSITY; and

Application No.: PCT/IB2013/001555
Filing Date: May 23, 2013

PATENT
Client Code: SMNPH.218WO
Page 3 of 5

WHEREAS, the parties intend for this SECOND ASSIGNMENT to be submitted for recordation to the Assignments Recordation Branch of the United States Patent and Trademark Office for at least International Application No. PCT/IB2013/0002485 and U.S. Application No. 14/402,674 to provide notice that International Application No. PCT/IB2013/0002485 and U.S. Application No. 14/402,674 remain owned solely by ASSIGNOR;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto SNI and UNIVERSITY ("ASSIGNEES"), their successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the ASSIGNED APPLICATIONS and the INVENTIONS disclosed therein, to result in each of SNI and UNIVERSITY owning a one-half undivided interest of the entire right, title, and interest throughout the world in, to, and under the said INVENTIONS, the said ASSIGNED APPLICATIONS, and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent, Design Application, Design Registration, or Registered Design that may hereafter be filed for the INVENTIONS or for the ASSIGNED APPLICATIONS in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent, Design Applications, Design Registrations, or Registered Designs for said Inventions and all Letters Patents, Design Applications, Design Registrations, or Registered Designs resulting from the ASSIGNED APPLICATIONS to ASSIGNEES, their successors, legal representatives, and assigns, in accordance with the terms of this SECOND ASSIGNMENT.

Notwithstanding the previous paragraph, ASSIGNEES acknowledge and agree that ASSIGNOR has not and does not assign to ASSIGNEES any of ASSIGNOR's right, title and interest in and to the SMNPH.218WO APPLICATIONS, and ASSIGNEES hereby assign any of their right, title and interest in and to the SMNPH.218WO APPLICATIONS to ASSIGNOR.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEES, their successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEES, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the ASSIGNED APPLICATIONS and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEES, their successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the APPLICATIONS and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the APPLICATIONS and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon, will sign all lawful papers, execute all divisional, continuing, and reissue

Application No.: PCT/IB2013/001555
Filing Date: May 23, 2013

PATENT
Client Code: SMNPH.218WO
Page 4 of 5

applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEES, their successors, legal representatives, and assigns to obtain and enforce the APPLICATIONS and all Patents, Design Applications, Design Registrations, or Registered Designs that may be granted thereon in all countries.

Application No.: PCT/IB2013/001555
Filing Date: May 23, 2013

PATENT
Client Code: SMNPH.218WO
Page 5 of 5

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

Smith & Nephew PLC

By: 

Name Printed: LOUISE STRADWICK

Title: SENIOR TRADEMARKS COUNSEL

Date: 20 FEBRUARY 2017

Smith & Nephew Inc.

By: 

Name Printed: DARREN D'AMICO

Title: TRADemark Attorney

Date: 21st FEBRUARY 2017

University of Massachusetts

By: 

Name Printed: _____

James P. McNamee, Ph.D.

Executive Director

Title: _____

Office of Technology Management

University of Massachusetts Medical School

Date: _____

2/16/17

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