504774153 02/12/2018

PATENT ASSIGNMENT COVER SHEET

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 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOHN PHILIP GOWANS	08/26/2016
ALLAN KENNETH FRAZER GRUGEON HUNT	09/06/2016
BEN ALAN ASKEM	09/16/2016

RECEIVING PARTY DATA

Name:	T.J. SMITH & NEPHEW LIMITED	
Street Address:	P.O. BOX 81	
Internal Address:	101 HESSLE ROAD	
City:	HULL	
State/Country:	UNITED KINGDOM	
Postal Code:	HU3 2BN	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15569596

CORRESPONDENCE DATA

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Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR, LLP

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ATTORNEY DOCKET NUMBER:	SMNPH.308NP	
NAME OF SUBMITTER:	JESSICA L. ACHTSAM	
SIGNATURE:	/Jessica L. Achtsam/	
DATE SIGNED:	02/12/2018	

Total Attachments: 6

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PATENT 504774153 REEL: 044901 FRAME: 0607

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PATENT REEL: 044901 FRAME: 0608 Application No.: PCT/EP2016/059329 Client Code: SMNPH.308WO

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ASSIGNMENT AGREEMENT

WHEREAS, We, John Philip Gowans, a UK citizen, residing at Hessle, Yorkshire, UK and having a mailing address of c/o Smith & Nephew Research Centre, York Science Park, Heslington, York, UK YO10 5DF, and Allan Kenneth Frazer Grugeon Hunt, a UK citizen, residing at Beverley, UK and having a mailing address of c/o Smith & Nephew Research Centre, York Science Park, Heslington, York, UK YO10 5DF, and Ben Alan Askem, a UK citizen, residing at Monk Fryston, Leeds, UK and having a mailing address of c/o Smith & Nephew Research Centre, York Science Park, Heslington, York, UK YO10 5DF (collectively or individually 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:

Application No. (Attorney Docket No.)	Filing Date	Title	Inventors
International Patent Application No. PCT/EP2016/059329 (SMNPH.308WO)	April 26, 2016	REDUCED PRESSURE APPARATUS AND METHODS	Gowans, John Philip; Hunt, Allan Kenneth Frazer Grugeon; Askem, Ben Alan
U.S. Patent Application No. 15/569,596 (SMNPH.308NP)	October 26, 2017	REDUCED PRESSURE APPARATUSES AND METHODS	Gowans, John Philip; Hunt, Allan Kenneth Frazer Grugeon; Askem, Ben Alan

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, 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 applications and/or PCT International PCT International Applications, including any U.S. Patent Applications and/or PCT International

PATENT REEL: 044901 FRAME: 0609

PATENT

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Applications listed in the foregoing table, if any, are collectively referred to hereinafter as the "Applications."

WHEREAS, ASSIGNOR is, or at the relevant time was, an employee of T.J. Smith & Nephew Limited of PO Box 81,101 Hessle Road, Hull, HU3 2BN, a company with company number 00093994 (hereinafter the "ASSIGNEE");

WHEREAS, ASSIGNOR invented such Inventions in the ordinary course of his or her employment with ASSIGNEE;

WHEREAS, 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 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 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 .hereto, 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

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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:

- A. 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 term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- B. 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.
- 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. 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.

PATENT

Application No.: PCT/EP2016/059329
Filing Date: April 26, 2016

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

26/03//L

Date

John Philip Gowans

26 April 26

Witness Signature

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

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Witness Name

PATENT REEL: 044901 FRAME: 0612

PATENT

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Witness Name

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

	ı
Date	John Philip Gowans
Witness Signature	Date
Witness Name	-
IN TESTIMONY WHEREOF, I hereunto	set my hand and seal:
06/09/2016	Allbh
Date	Allan Kenneth Frazer Grugeon Hunt
V3 Hammond	06/09/2016
Witness Signature	Date
VICTORIA HAMMONO	

Application No.: PCT/EP2016/059329

Filing Date: April 26, 2016

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

16-SEP-2016 Date

STEPLYMME NOVE LE

ACCEPTED:

TJ Smith & Nephew Limited:

Name Printed:

24064189

PATENT

REEL: 044901 FRAME: 0614

RECORDED: 02/12/2018