

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5032104

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IAN BINDER	02/12/2013
JOHN COWAN-HUGHES	02/12/2013
TOM MOY	02/25/2013
PAUL MULLEN	02/08/2013
NEIL PRYOR	02/12/2013
PHILLIP WALSH	02/12/2013
KINNEIR DUFORT DESIGN LTD.	02/12/2013
RECEIVING PARTY DATA	
Name:	SMITH & NEPHEW MEDICAL LTD.
Street Address:	101 HESSLE ROAD
City:	HULL
State/Country:	UNITED KINGDOM
Postal Code:	HU3 2BN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14385136
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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	JESSICA ACHTSAM
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	SMNPH.212NP
NAME OF SUBMITTER:	JESSICA L. ACHTSAM
SIGNATURE:	/Jessica L. Achtsam/
DATE SIGNED:	06/29/2018

PATENT

Total Attachments: 7

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U.S. Application No.: 61/609,905
Filing Date: March 12, 2012

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ASSIGNMENT

WHEREAS, We, identified in the table below (referred to herein as "INVENTOR or INVENTORS"), are citizens of the country as listed below and reside or receive mail in the city or township listed below,

Inventor	Country of Citizenship	Address
Ian Binder	GB	Chippenham, United Kingdom
John Cowan-Hughes	GB	Bristol, United Kingdom
Tom Moy	GB	Norfolk, United Kingdom
Paul Mullen	GB	Bristol, United Kingdom
Neil Pryor	GB	Bristol, United Kingdom
Philip Walsh	GB	Bristol, United Kingdom

WHEREAS, INVENTORS have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries disclosed in the following application(s) and/or patent(s) identified in the table below, including any applications that are written in the following parentheses hereafter per the terms set forth below, respectively (individually or collectively referred to herein as "Inventions"):

Application No.	Filing Date	Title
U.S. Provisional Application No. 61/609,905	12-March-2012	REDUCED PRESSURE APPARATUS AND METHODS
PCT Application No. ()	()	() () ()
US National Phase App. No. ()	()	() () ()

U.S. Application No.: 61/609,905
Filing Date: March 12, 2012

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ASSIGNORS hereby authorize and request the attorneys of Knobbe, Martens, Olson & Bear, LLP, **Customer No. 20,995** to insert in the foregoing sets of parentheses the application number, filing date, and title, respectively, of any PCT Application and any U.S. National Phase Application that is filed and that corresponds to or contains the disclosure of, *inter alia*, the above-listed Provisional Application, said PCT and U.S. National Phase Applications, if any, being filed after the date this Assignment was prepared and/or after the date this Assignment was executed by the ASSIGNORS. However, this Assignment shall not be unenforceable if the PCT Application and/or the U.S. National Phase Application is not hereinafter filed or if the application number or filing date of such applications are not inserted above.

The above-listed applications, including any PCT Applications and corresponding U.S. National Phase applications that are added by hand hereinafter, if any, are collectively referred to hereinafter as the "Applications";

WHEREAS, each INVENTOR is, or at the relevant time was, an employee of Kinneir Dufort Design Ltd., a company registered in England and having a principal place of business at 5 Host Street, Bristol, BS1 5BU, United Kingdom (hereinafter "KINNEIR"),

WHEREAS, each INVENTOR invented such Invention in the ordinary course of his or her employment with KINNEIR;

WHEREAS, KINNEIR employed each INVENTOR at the time the Inventions were made, and at least by virtue of each INVENTOR's employment with KINNEIR, KINNEIR became the owner of all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of the INVENTORS (the INVENTORS and KINNEIR collectively referred to herein as "ASSIGNORS");

WHEREAS, Smith & Nephew Medical Limited (No. 605496), a company registered in England and having a principal place of business at 101 Hesse Road, Hull, HU3 2BN (hereinafter "ASSIGNEE"), entered into a Development Agreement with KINNEIR whereby KINNEIR agreed that ASSIGNEE would own all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of KINNEIR;

WHEREAS, ASSIGNORS and ASSIGNEE desire to confirm that ASSIGNEE has acquired all of the rights, title, and interest of INVENTORS and KINNEIR in and to the improvements of or disclosed in the Inventions and the Applications and 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, ASSIGNORS hereby acknowledge that ASSIGNORS have sold, assigned, transferred and set over, and by these presents do 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 ASSIGNORS' improvements thereto, whether conceived and/or reduced to practice by each of the ASSIGNORS alone or jointly with anyone else;

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B. The Applications, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Inventions is 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 ASSIGNORS' tangible property embodying or describing the Inventions, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, 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.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNORS have knowledge respecting the Invention, 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 Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNORS' 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 ASSIGNORS' time or legal expense. ASSIGNORS do 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 Invention to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNORS FURTHER AGREE AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNORS, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their 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 of the ASSIGNORS, 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 ASSIGNORS.

B. If any of the ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' 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. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.

U.S. Application No.: 61/609,905
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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. Each of the ASSIGNORS acknowledge that, to the best of his or her knowledge, the invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights 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 of the ASSIGNORS shall be effective.

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

12/2/13
Date

I. Binder
Ian Binder

P. W. L.
Witness Signature

12/2/13
Date

Philip W. L.
Witness Name

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

12/2/13
Date

John Cowan-Hughes
John Cowan-Hughes

P. W. L.
Witness Signature

12/2/13
Date

Philip W. L.
Witness Name

U.S. Application No.: 61/609,905
Filing Date: March 12, 2012

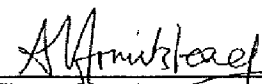
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

25 / 02 / 2013
Date


Tom Moy

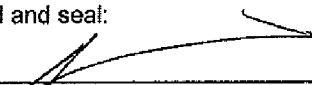

Witness Signature

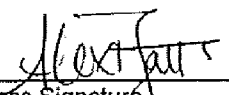
25 / 02 / 2013
Date

ANGHARAD ARMITSTEAD
Witness Name

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

8.2.13
Date


Paul Mullen

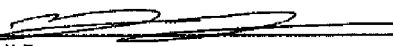

Witness Signature


8.2.13
Date

ALEX BATTS
Witness Name

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

12/02/2013
Date


Neil Pryor


Witness Signature

12/02/13
Date

Philip Warren
Witness Name

U.S. Application No.: 61/609,905
Filing Date: March 12, 2012


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

12/2/2013
Date


Philip Walsh


Witness Signature

12/02/2013
Date

LUCY O'BRIEN
Witness Name

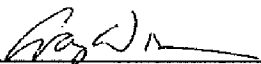
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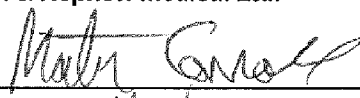
IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

Kinneir Dufort Design Ltd.

By: 
Name Printed: CRAIG WIGHTMAN
Title: DESIGN DIRECTOR
Date: 12 Feb 2013

ACCEPTED AND CONFIRMED BY:

Smith & Nephew Medical Ltd.

By: 
Name Printed: Martin Connors
Title: Patents Manager
Date: 15 February 2013

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