

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5645794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHILIP WALSH	08/26/2016
TOM MOY	08/26/2016
KINNEIR DUFORT DESIGN LTD.	08/26/2016
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:	29689345
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	SMNPH.326DD1
NAME OF SUBMITTER:	ALBERT J. SUEIRAS
SIGNATURE:	/Albert J. Sueiras/
DATE SIGNED:	07/31/2019
Total Attachments: 6	
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Application Nos.: 29/556,356 // 29/556,366
Client Codes: SMNPH.325DA // SMNPH.326DA
Filing Dates: February 29, 2016 // February 29, 2016

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CONFIRMATORY ASSIGNMENT AGREEMENT

WHEREAS, we, Philip Walsh, a citizen of Great Britain, residing in Bristol, Great Britain and having a mailing address at c/o Kinnear Dufort Design Limited, 5 Host Street, Bristol, BS1 5BU, Great Britain, and Tom Moy, a citizen of Great Britain, residing in Norwich, Great Britain and having a mailing address at c/o Kinnear Dufort Design Limited, 5 Host Street, Bristol, BS1 5BU, Great Britain (collectively or individually referred to hereinafter as "INVENTORS") have invented 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>
PORTABLE NEGATIVE PRESSURE APPARATUS INDICATORS (SMNPH.325DA)	U.S. Design Patent Application No. 29/556,356	February 29, 2016
PORTABLE NEGATIVE PRESSURE APPARATUS (SMNPH.326DA)	U.S. Design Patent Application No. 29/556,366	February 29, 2016

ASSIGNOR (as defined below) 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 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 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 Confirmatory Assignment Agreement was prepared and/or after the date this Confirmatory Assignment Agreement was executed by ASSIGNOR. However, this Confirmatory 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 Kinneir Dufort Design Limited, a company registered in England and having a principal place of business at 5 Host Street, Bristol, BS1 5BU, Great Britain (referred to hereinafter as "KINNEIR") employed INVENTORS at the time the Inventions were made;

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

WHEREAS, KINNEIR confirms it has acquired all of INVENTORS' rights to the Inventions at least as of the date(s) of invention of the Inventions and all of INVENTORS' rights to the Applications prior to the filing dates of the Applications (the INVENTORS and KINNEIR are collectively referred to herein as "ASSIGNOR");

WHEREAS, pursuant to an agreement between Smith & Nephew Medical Limited and KINNEIR, KINNEIR confirms it has assigned the entire right, title, and interest to the Inventions and the Applications to Smith & Nephew Medical Limited;

WHEREAS, Smith & Nephew Medical Limited (No. 605496), a company registered in England and having a principal place of business at 101 Hessle Road, Hull, HU3 2BN (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 forth herein;

NOW, THEREFORE, ASSIGNOR hereby confirms that ASSIGNOR has sold, assigned, transferred 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 Confirmatory Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

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 Confirmatory 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 Confirmatory 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 Confirmatory Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Confirmatory Assignment Agreement shall survive the term 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 Confirmatory 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 Confirmatory 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.

H. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Confirmatory 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 Confirmatory 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.

Application Nos.: 29/556,356 // 29/556,366
Client Codes: SMNPH.325DA // SMNPH.326DA
Filing Dates: February 29, 2016 // February 29, 2016

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

20 / 08 / 2016
Date


Philip Walsh


Witness Signature

TOM MOY
Witness Name


Application Nos.: 29/556,356 // 29/556,366
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

20/08/2016
Date


Tom Moy



Witness Signature

P. GARSM
Witness Name

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Kinneir Dufort Design Ltd.

By: 
Name Printed: Andrew Gray
Title: Head of Engineering
Date: 26 Aug 2016

ACCEPTED:

Smith & Nephew Medical Ltd.

By: 
Name Printed: MARTIN CONNORS
by Power of Attorney
Title: PATENT MANAGER
Date: 2 NOVEMBER 2016

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