

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5660746

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FABIO FOLEGHI	03/20/2017
CHRISTIAN RIVA	03/20/2017
FLEXTRONICS DESIGN S.R.L.	03/20/2017
FLEXTRONICS MEDICAL SALES AND MARKETING LIMITED	02/23/2017
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:	29700091
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>	
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Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
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Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	SMNPH.326DC1
NAME OF SUBMITTER:	ALBERT J. SUEIRAS
SIGNATURE:	/Albert J. Sueiras/
DATE SIGNED:	08/08/2019
Total Attachments: 10	
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Application Nos.: US 62/095721 // PCT/IB2015/002536 // PCT/IB2015/002542 // PCT/IB2015/002535 // PCT/IB2015/002532 // 29/556,366 // 29/556,363

Client Codes: SMNPH.292PR // SMNPH.292WO1 // SMNPH.292WO2 // SMNPH.292WO3 // SMNPH.292WO4 // SMNPH.326DA // SMNPH.327DA

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CONFIRMATORY ASSIGNMENT AGREEMENT

WHEREAS, we, Iacopo Claudio Ferrari, a citizen of Italy, residing in Milan, Italy; Matteo Foini, a citizen of Italy, residing in Milan, Italy; Paolo Forzani, a citizen of Italy, residing in Milan, Italy; Christian Riva, a citizen of Italy, residing in Cinisello Balsamo, Italy; and Fabio Foleghi, a citizen of Italy, residing in Gussano, Italy (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>
NEGATIVE PRESSURE WOUND THERAPY APPARATUS AND METHODS (SMNPH.292PR)	U.S. Provisional Application No. 62/095721	December 22, 2014
NEGATIVE PRESSURE WOUND THERAPY APPARATUS AND METHODS (SMNPH.292WO1)	International Patent Application No. PCT/IB2015/002536	December 21, 2015
NEGATIVE PRESSURE WOUND THERAPY APPARATUS AND METHODS (SMNPH.292WO2)	International Patent Application No. PCT/IB2015/002542	December 21, 2015
NEGATIVE PRESSURE WOUND THERAPY APPARATUS AND METHODS (SMNPH.292WO3)	International Patent Application No. PCT/IB2015/002535	December 21, 2015
NEGATIVE PRESSURE WOUND THERAPY APPARATUS AND METHODS (SMNPH.292WO4)	International Patent Application No. PCT/IB2015/002532	December 21, 2015
PORTABLE NEGATIVE PRESSURE APPARATUS (SMNPH.326DA)	U.S. Design Patent Application No. 29/556,366	February 29, 2016
MOUNT APPARATUS FOR PORTABLE NEGATIVE PRESSURE APPARATUS (SMNPH.327DA)	U.S. Design Patent Application No. 29/556,363	February 29, 2016

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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 Flextronics Design S.r.l., a company registered in Milano and having a principal place of business at Via E. Breda 176, 20123 Milano, Italy (referred to hereinafter as "FLEXTRONICS DESIGN") 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 FLEXTRONICS DESIGN;

WHEREAS, each of the INVENTORS sign this Confirmatory Assignment Agreement to confirm that they have previously assigned all their rights in and to the inventions and the Applications to FLEXTRONICS DESIGN;

WHEREAS, FLEXTRONICS DESIGN confirms that it 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;

WHEREAS, FLEXTRONICS DESIGN signs this Confirmatory Assignment Agreement to confirm that it previously assigned all of its rights in and to the inventions and the Applications, including the rights FLEXTRONICS DESIGN acquired from the INVENTORS, to Flextronics Medical Sales and Marketing Limited, a company registered in Mauritius and having a principal place of business at Level 3, Alexander House, 35 Cybercity, Ebene, Mauritius (referred to hereinafter as "FLEXTRONICS MEDICAL");

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WHEREAS, FLEXTRONICS MEDICAL confirms that it acquired all of INVENTORS' and FLEXTRONICS DESIGN's rights to the Inventions and the Applications prior to the filing dates of the Applications;

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"), entered into an agreement with FLEXTRONICS MEDICAL whereby FLEXTRONICS MEDICAL 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 FLEXTRONICS MEDICAL;

WHEREAS, INVENTORS, FLEXTRONICS DESIGN and FLEXTRONICS MEDICAL (collectively referred to herein as "ASSIGNOR") desire to confirm that ASSIGNEE has acquired all of the rights, title and interest of INVENTORS, FLEXTRONICS DESIGN and FLEXTRONICS MEDICAL 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;

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 AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Applications, or Related Applications, testify in any legal proceeding, sign all documents, make

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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 ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Confirmatory 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 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. Each ASSIGNOR acknowledges 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 Confirmatory Assignment Agreement, or the validity thereof.

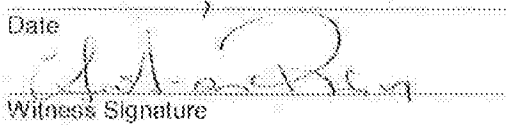
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

MARCH 20, 2017
Date

Witness Signature


Jacopo Claudio Ferrari

CHRISTIAN RIVA
Witness Name

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

MARCH 20, 2017
Date


Matteo Foini


Witness Signature

CHRISTIAN RIVA
Witness Name

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

MARCH 20, 2017
Date

Paolo Forzani
Paolo Forzani

Christian Riva
Witness Signature

CHRISTIAN RIVA
Witness Name

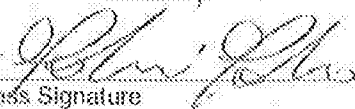
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

MARCH 20, 2017
Date


Christian Riva


Witness Signature

FABIO FOLEGHI
Witness Name

Application Nos.: US 62/095721 // PCT/IB2015/002536 // PCT/IB2015/002542 // PCT/IB2015/002535 //
PCT/IB2015/002532 // 29/556,366 // 29/556,363
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

March 20, 2017
Date


Fabio Foleghi


Witness Signature

CHRISTIAN RIVA
Witness Name

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Flextronics Design S.r.l.

By: [Signature]
Name Printed: Daniele Fazio
Title: Design Centre Director
Date: 20 March 2017

Flextronics Medical Sales and Marketing Limited

By: [Signature]
Name Printed: Manny Marinutlu
Title: Director
Date: 23 February 2017

ACCEPTED:

Smith & Nephew Medical Ltd.

By: [Signature]
Name Printed: DARRON DANNÉ
Title: TRADE MARK ATTORNEY
Date: 23rd MARCH 2017

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