

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5794232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIMON FRANCIS BRERETON	09/20/2018
MATTHEW KEITH FORDHAM	08/21/2018
MARK RICHARD HESKETH	08/30/2018
MARK EDWARD JONES	08/14/2018
ROBERT SIMMONDS	08/28/2018
PA HOLDINGS LIMITED	09/26/2018
PA CONSULTING SERVICES LIMITED	09/26/2018
RECEIVING PARTY DATA	
Name:	T.J.SMITH AND 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: 2	
Property Type	Number
Application Number:	29645831
Application Number:	29645903
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:	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.518DA/SMNPH.520DA
NAME OF SUBMITTER:	MICHAEL P. BURNS

PATENT

SIGNATURE:	/Michael P. Burns/
DATE SIGNED:	10/29/2019
Total Attachments: 8 source=PA_Inventors_PA_Holdings_PA_Consulting_to_TJ_SMNPH518DA_SMNPH520DA#page1.tif source=PA_Inventors_PA_Holdings_PA_Consulting_to_TJ_SMNPH518DA_SMNPH520DA#page2.tif source=PA_Inventors_PA_Holdings_PA_Consulting_to_TJ_SMNPH518DA_SMNPH520DA#page3.tif source=PA_Inventors_PA_Holdings_PA_Consulting_to_TJ_SMNPH518DA_SMNPH520DA#page4.tif source=PA_Inventors_PA_Holdings_PA_Consulting_to_TJ_SMNPH518DA_SMNPH520DA#page5.tif source=PA_Inventors_PA_Holdings_PA_Consulting_to_TJ_SMNPH518DA_SMNPH520DA#page6.tif source=PA_Inventors_PA_Holdings_PA_Consulting_to_TJ_SMNPH518DA_SMNPH520DA#page7.tif source=PA_Inventors_PA_Holdings_PA_Consulting_to_TJ_SMNPH518DA_SMNPH520DA#page8.tif	

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Client Code: SMNPH.518DA // SMNPH.520DA
Filing Date: 30 April 2018 // 30 April 2018

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ASSIGNMENT AGREEMENT

WHEREAS, We, **Simon Francis Brereton**, a British citizen, residing at Odsey, United Kingdom and having a mailing address of Back Lane, Melbourn, Herts, UK SG8 6DP; **Matthew Keith Fordham**, a British citizen, residing at Saffron Walden, Essex, United Kingdom and having a mailing address of Back Lane, Melbourn, Herts, UK SG8 6DP; **Mark Richard Hesketh**, a British citizen, residing at Sandy, Bedfordshire, United Kingdom and having a mailing address of Back Lane, Melbourn, Herts, UK SG8 6DP; **Mark Edward Jones**, a British citizen, residing at St Neots, United Kingdom and having a mailing address of Back Lane, Melbourn, Herts, UK SG8 6DP; **Robert Simmonds**, a British citizen, residing at Kings Lynn, United Kingdom and having a mailing address of Back Lane, Melbourn, Herts, UK SG8 6DP (collectively or individually referred to hereinafter as "INVENTOR"), 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
U.S. Design Application No. 29/645831 (DN-0141-US-DP_D / SMNPH.518DA)	30 April 2018	PUMP FOR NEGATIVE PRESSURE WOUND THERAPY SYSTEM
U.S. Design Application No. 29/645903 (DN-0139-US-DP_D / SMNPH.520DA)	30 April 2018	NEGATIVE PRESSURE WOUND THERAPY SYSTEM

ASSIGNOR (as defined below) hereby authorizes and requests the appointed attorneys or agents of ASSIGNEE (as defined below), including Knobbe, Martens, Olson & Bear, LLP, **Customer No. 153,041**, 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 application are 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."

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REEL: 050856 FRAME: 0557

Application No.: US 29/645831 // US 29/645903
Client Code: SMNPH.518DA // SMNPH.520DA
Filing Date: 30 April 2018 // 30 April 2018

WHEREAS, each INVENTOR is, or at the relevant time was, an employee of PA Holdings Limited (No. 2235016), a company incorporated under the laws of England and Wales and having its registered office at 10 Bressenden Place, London SW1E 5DN (hereinafter "PA Holdings"),

WHEREAS, each INVENTOR invented such Inventions in the ordinary course of his or her employment with PA Holdings;

WHEREAS, PA Holdings employed each INVENTOR at the time the Inventions were made, and at least by virtue of each INVENTOR's employment with PA Holdings, PA Holdings 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. PA Holdings has entered into various inter-company agreements with PA Consulting Services Limited, a company incorporated under the laws of England and Wales with company number 414220 and having its registered office at 10 Bressenden Place, London SW1E 5DN (hereinafter "PA Consulting") which transfer the ownership of all of the INVENTOR's and PA Holdings' 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 to PA Consulting (the INVENTORS, PA Holdings, and PA Consulting collectively referred to herein as "ASSIGNOR");

WHEREAS, T.J.Smith and Nephew,Limited (No. 00093994), a company incorporated under the laws of England and Wales and having a its registered office at P.O. Box 81, 101 Hessle Road, Hull, HU3 2BN (hereinafter "ASSIGNEE"), entered into an agreement with PA Consulting whereby PA Consulting 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 PA Consulting;

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm that ASSIGNEE has acquired all of the rights, title, and interest of INVENTORS and PA Consulting 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, 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;

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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 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

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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.

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REEL: 050856 FRAME: 0560

Application No.: US 29/645831 // US 29/645903
Client Code: SMNPH.518DA // SMNPH.520DA
Filing Date: 30 April 2018 // 30 April 2018

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

20 SEP 2018
Date


Simon Francis Brereton

P. Mathieson
Witness Signature

20 SEP 2018
Date

P. Mathieson
Witness Name

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

21 AUG 2018
Date


Matthew Keith Fordham



Witness Signature

21 AUG 2018
Date

URI BARUCH
Witness Name

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

30 AUG 2018
Date


Mark Richard Hesketh

P. Mathieson
Witness Signature

30 AUG 2018
Date

PATRICIA MATHIESON
Witness Name

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Application No.: US 29/645831 // US 29/645903
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

14 Aug 2018
Date

Mark Jones
Mark Edward Jones

P. Lattin
Witness Signature

14 AUG 18
Date

Patricia Marnieson
Witness Name

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

28 Aug 2018
Date

Robert Simmonds
Robert Simmonds

Mark Palmer
Witness Signature

28 AUG 2018
Date

MARK PALMER
Witness Name

PATENT

REEL: 050856 FRAME: 0562

Application No.: US 29/645831 // US 29/645903
Client Code: SMNPH.518DA // SMNPH.520DA
Filing Date: 30 April 2018 // 30 April 2018

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

PA Holdings Limited

By: 

Name Printed: CHARLES BARRETT

Title: DIRECTOR

Date: 26 SEPTEMBER 2018

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

PA Consulting Services Limited

By: 

Name Printed: CHARLES BARRETT

Title: DIRECTOR

Date: 26 SEPTEMBER

PATENT

REEL: 050856 FRAME: 0563


Application No.: US 29/645831 // US 29/645903
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ACCEPTED AND CONFIRMED BY:

T.J.Smith and Nephew,Limited

By: 

Name Printed: ROGER DAVID HALEY

Title: SENIOR PATENT COUNSEL

Date: 3/10/19

28836157