

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AVENT, INC.	11/01/2019
RECEIVING PARTY DATA		
Name:	AVANOS MEDICAL SALES, LLC	
Street Address:	5405 WINDWARD PARKWAY	
City:	ALPHARETTA	
State/Country:	GEORGIA	
Postal Code:	30004	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	6896675	
Patent Number:	7294127	
Patent Number:	7824404	
Patent Number:	8043287	
Patent Number:	8518036	
Patent Number:	8882755	
Patent Number:	8343146	
Patent Number:	7163536	
Patent Number:	8361063	
Patent Number:	7306596	
Patent Number:	8187268	
Patent Number:	9486275	
CORRESPONDENCE DATA		
Fax Number:	(864)233-7342	
<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:	864-271-1592	
Email:	usdocketing@dority-manning.com,mbruno@dority-manning.com	
Correspondent Name:	DORITY & MANNING, P.A.	
Address Line 1:	P.O. BOX 1449	
Address Line 4:	GREENVILLE, SOUTH CAROLINA 29602	

PATENT

ATTORNEY DOCKET NUMBER:	HAY-MISC
NAME OF SUBMITTER:	ALLISON L. RICHMOND
SIGNATURE:	/Allison L. Richmond, Reg. No. 68,358/
DATE SIGNED:	11/01/2019
Total Attachments: 6 source=Avent_to_Avanos_Medical_Sales_Intercompany_Transfer_Agreement#page1.tif source=Avent_to_Avanos_Medical_Sales_Intercompany_Transfer_Agreement#page2.tif source=Avent_to_Avanos_Medical_Sales_Intercompany_Transfer_Agreement#page3.tif source=Avent_to_Avanos_Medical_Sales_Intercompany_Transfer_Agreement#page4.tif source=Avent_to_Avanos_Medical_Sales_Intercompany_Transfer_Agreement#page5.tif source=Avent_to_Avanos_Medical_Sales_Intercompany_Transfer_Agreement#page6.tif	

INTERCOMPANY TRANSFER AGREEMENT

This Intercompany Transfer Agreement (this “**Agreement**”), is entered into and effective as of the 1st day of November, 2019 (the “**Effective Date**”), by and between Avent, Inc., a Delaware corporation with a principal place of business at 5405 Windward Parkway, Alpharetta, Georgia 30004 (“**Avent**”), and Avanos Medical Sales, LLC, a North Carolina limited liability company with a principal place of business at 5405 Windward Parkway, Alpharetta, Georgia 30004 (“**Avanos**”), each also a “**Party**” and collectively the “**Parties**.”

WHEREAS, Avent and Avanos are both subsidiary companies of Avanos Medical, Inc., a Delaware corporation with a principal place of business at 5405 Windward Parkway, Alpharetta, Georgia 30004.

WHEREAS, in the ordinary course of its business, among other functions, Avent owns and maintains a portfolio of United States patents and related intangibles, wherein the patents are listed herein below as **EXHIBIT A** (“**Patents**”).

WHEREAS, in the ordinary course of its business, among other functions, Avanos sells branded products in the United States market.

WHEREAS, the Parties desire to evidence their understanding, as more fully set forth in this Agreement with respect to the transfer of ownership of the Patents and related intangible assets, and all rights therein, from Avent to Avanos.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the Parties agree as follows:

1. TRANSFER OF PATENTS

(a) Transfer. Avent hereby immediately and permanently assigns, conveys, and transfers to Avanos, and Avanos hereby immediately and permanently accepts such assignment, conveyance, and transfer of, Avent’s entire right, title, and interest in and to the Patents listed in EXHIBIT A and related intangibles, together with the right to sue for and recover damages, lost profits, and relief for, any and all past, present, and future infringement, misappropriation, and/or violation of any rights in any of the Patents.

(b) Compensation. Except to the extent otherwise required by Section 482 of the Internal Revenue Code or analogous state tax law, Avanos shall compensate Avent a fair value determined at arm’s length.

(c) Payment. Each Party shall reasonably cooperate with each other to record billings and payments required hereunder in their common accounting systems.

(d) USPTO Recordation. The Parties shall simultaneously execute and record with the United States Patent & Trademark Office (“USPTO”) a separate assignment agreement (“Assignment Agreement”) provided hereinbelow as **EXHIBIT B**.

2. REPRESENTATIONS AND WARRANTIES.

(a) Title. Avent warrants that it has good and marketable title to the Patents and related intangibles transferred hereunder, free of any agreements, liens, judgments, decrees, injunctions, court orders or other encumbrances that limits or restricts any rights in or to the

Patents and related intangibles.

(b) Assignment of Rights. All individual inventors and entities previously assigned ownership rights have assigned all ownership and other rights relating to any of the Patents ultimately to Avent. No such persons have a valid claim against Avent with respect to any of the Patents, nor is any such claim threatened.

(c) Registration and Maintenance. All right, title, and interest to any of the Patents has been registered and maintained as required by applicable law. This includes payment of all associated maintenance fees, disclosure of relevant information as required by applicable authorities, and other steps required to perfect rights in and to the Patents.

(d) Validity. Avent is not aware of any information that would cause any of the Patents to be invalid or unenforceable, and has complied with its duties of disclosure, candor, and good faith in the enforcement and prosecution of any patent rights. To Avent's knowledge, there are no pending or threatened administrative proceedings challenging the validity or registration of any of the Patents, and none of the Patents have been found invalid or unenforceable in any such proceeding.

(e) No Actions. Avent warrants that there are no pending suits, actions, or other proceedings that threaten or otherwise involve the Patents.

(f) No Conflicts. The execution and delivery of this Agreement, and the recordation of the Assignment Agreement with the USPTO will not conflict with or result in any violation or default under any license relating to any of the Patents, or give rise to any encumbrance, termination, acceleration, or other rights adverse to Avent with respect to any of the Patents.

(g) Authorization. The Parties each have all requisite power, authority and legal capacity to execute this Agreement.

3. ASSUMED LIABILITIES. From and after the Effective Date of this Agreement, Avanos shall pay, perform and discharge, as and when due, all liabilities with respect to the Patents and related intangibles.

4. CONFIDENTIALITY. The Parties agree to maintain, unless disclosure is required by applicable law, the confidentiality of this Agreement and the terms therein.

5. TAX MATTERS. The transfer of the Patents and related intangibles shall be free and clear of any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the transfer contemplated by this Agreement.

6. MISCELLANEOUS

(a) Amendments. The written provisions contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and constitute the sole and entire agreement made between the Parties concerning the Patents and related intangibles and supersedes and cancels all prior and contemporaneous negotiations, representations, understandings or agreements, whether written or oral. Any modifications of this Agreement shall not be valid unless made in writing and signed by both Parties.

(b) Effective Date. This Agreement shall become effective on the Effective Date.

(c) Severability. If any provision of this Agreement or any application thereof shall be

determined to be invalid or unenforceable, the remainder of this Agreement and any other application thereof shall not be affected thereby.

(d) Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

(e) Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Georgia, without regard to conflicts of laws principles.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., e-mailed PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the Parties as of the Effective Date.

AVENT, INC.

By:

Name: S. Ross Mansbach

Title:

Vice President &
Secretary

Date:

10/31/19

AVANOS MEDICAL SALES, LLC

By:

Name:

John W. Wesley

Title:

Manager, Senior Vice President &
Assistant Secretary

Date:

10/31/19

EXHIBIT A

- U.S. Patent No. 6,896,675; Filed on 5 March 2002
- U.S. Patent No. 7,294,127; Filed on 14 April 2005
- U.S. Patent No. 7,824,404; Filed on 25 September 2006
- U.S. Patent No. 8,043,287; Filed on 13 May 2005
- U.S. Patent No. 8,518,036; Filed on 13 November 2007
- U.S. Patent No. 8,882,755; Filed on 14 April 2005
- U.S. Patent No. 8,343,146; Filed on 28 August 2008
- U.S. Patent No. 7,163,536; Filed on 10 June 2004
- U.S. Patent No. 8,361,063; Filed on 12 January 2007
- U.S. Patent No. 7,306,596; Filed on 10 May 2005
- U.S. Patent No. 8,187,268; Filed on 10 December 2007
- U.S. Patent No. 9,486,275; Filed on 30 December 2010

EXHIBIT B

ASSIGNMENT OF PATENTS

WHEREAS, AVENT, INC., a Delaware corporation with a principal place of business at 5405 Windward Parkway, Alpharetta, Georgia 30004 (“Assignor”), is the true owner of the following U.S. patents:

- U.S. Patent No. 6,896,675; Filed on 5 March 2002
- U.S. Patent No. 7,294,127; Filed on 14 April 2005
- U.S. Patent No. 7,824,404; Filed on 25 September 2006
- U.S. Patent No. 8,043,287; Filed on 13 May 2005
- U.S. Patent No. 8,518,036; Filed on 13 November 2007
- U.S. Patent No. 8,882,755; Filed on 14 April 2005
- U.S. Patent No. 8,343,146; Filed on 28 August 2008
- U.S. Patent No. 7,163,536; Filed on 10 June 2004
- U.S. Patent No. 8,361,063; Filed on 12 January 2007
- U.S. Patent No. 7,306,596; Filed on 10 May 2005
- U.S. Patent No. 8,187,268; Filed on 10 December 2007
- U.S. Patent No. 9,486,275; Filed on 30 December 2010

(hereinafter collectively the “Patents”) and;

WHEREAS, Avanos Medical Sales, LLC., a North Carolina limited liability company with a principal place of business at 5405 Windward Parkway, Alpharetta, Georgia 30004 (“Assignee”), is desirous of acquiring the entire interest in the Patents;

NOW, THEREFORE, in consideration of the sum of at least One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, Assignor hereby does sell, assign and transfer unto Assignee the entire right, title and interest in and to said Patents, and the right to sue and collect damages for any past, present, or future infringement; the same for Assignee’s legal representatives and assigns, as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made;

AND, Assignor does hereby bind itself, its legal representatives and assigns properly to execute without further consideration any and all papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made and generally do everything possible to aid Assignee, its legal representatives and assigns to obtain and enforce proper protection for said Patents.

Assignor further acknowledges its right to obtain independent legal counsel.

[Signatures on the Following Page]

IN WITNESS WHEREOF, as an authorized representative of Assignor I have executed this assignment this 31st day of October, 2019.

Signed: _____

Print Name: _____

Title: _____

S. Ross Mansbach
Vice President &
Secretary

State of GEORGIA
County of COBB

On this 31st day of October, 2019, before me, a Notary Public, came S. Ross Mansbach, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his/her free act and deed.

Notary Public: _____

My Commission Expires: 8-23-2020

