

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6374270

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KCI UK HOLDINGS LIMITED	06/11/2019
RECEIVING PARTY DATA		
Name:	KCI LICENSING, INC.	
Street Address:	P.O. BOX 659508	
City:	SAN ANTONIO	
State/Country:	TEXAS	
Postal Code:	78265	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16171566
CORRESPONDENCE DATA		
Fax Number:	(512)536-4598	
<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:	5124745201	
Email:	aoipdocket@nortonrosefulbright.com	
Correspondent Name:	NORTON ROSE FULBRIGHT US LLP	
Address Line 1:	98 SAN JACINTO BLVD., SUITE 1100	
Address Line 4:	AUSTIN, TEXAS 78701	
ATTORNEY DOCKET NUMBER:	ACELP0005US/1001048878	
NAME OF SUBMITTER:	OLIVIA WEBER	
SIGNATURE:	/Olivia Weber/	
DATE SIGNED:	10/29/2020	
Total Attachments: 4		
source=Assignment UK Holdings to KCI Licensing#page1.tif		
source=Assignment UK Holdings to KCI Licensing#page2.tif		
source=Assignment UK Holdings to KCI Licensing#page3.tif		
source=Assignment UK Holdings to KCI Licensing#page4.tif		

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT, effective as of January 1, 2002, is by and between KCI UK Holdings Limited (the "Assignor") having a current address of Belmont House, Station Way, Crawley, West Sussex RH10 1JA, U.K., and KCI Licensing, Inc., a Delaware corporation (the "Assignee") having a current address of P.O. Box 659508, San Antonio, Texas 78265.

WHEREAS, the Assignor and Assignee are party to a Research Agreement and Cost Sharing Agreement whereby Assignor agreed that Assignee owns all intellectual property resulting from such agreements (collectively, the "Intellectual Property"); and

WHEREAS, by this Assignment, the Assignor desires to confirm prior assignment and obligation to assign to Assignee, and to transfer and assign to the Assignee, and the Assignee desires confirm prior assignment, and to receive and assume from the Assignor, all of the Assignor's worldwide right, title and interest in, to the Intellectual Property;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, the Assignor confirms all prior assignments of and obligations to assign, agrees to assign, and hereby does assign unto the Assignee and its successors and assigns to have and to hold forever, free and clear of all encumbrances and liabilities, all of the Assignor's right, title and interest in and to the Intellectual Property throughout the world, including the United States and its possessions, territories, and associated commonwealths (including Puerto Rico, the Virgin Islands, and Guam), and all other countries or regions, including without limitation Australia, Canada, China, and Japan, and including all rights to sue for, and recover for, infringements and misappropriations of, or liabilities for, the Intellectual Property, including those infringements occurring and liabilities accruing prior to execution of this Assignment.

The Assignee acknowledges and accepts the assignment, sale, and transfer of the Intellectual Property. The right, title, and interest shall be held and enjoyed by Assignee and Assignee's successors in interest to the full end of any term, and to the full extent, as the Intellectual Property would have been held and enjoyed by Assignor if no assignment had been made to Assignee.

The Assignor and the Assignee further acknowledge and agree that the Intellectual Property specifically includes all of Assignor's currently held and subsequently acquired legal and equitable title throughout the world to:

- a) inventions and improvements to inventions;
- b) patent applications;
- c) any application to which one of the patent applications could have claimed priority or benefit directly or indirectly, including (i) applications filed under the laws and treaties of the United States, other countries, regions, and international bodies, (ii) provisional patent applications and non-provisional patent applications, and

- (iii) other applications for utility models, design patents, and statutory invention registrations;
- d) any application that claims or could have claimed priority to or benefit of one of the patent applications directly or indirectly (including divisional applications, continuation applications, continuations-in-part applications, patents of addition, and non-U.S. applications);
- e) any application, whether or not linked by priority or benefit claim to the patent applications, that describes or claims at least one of the inventions;
- f) any official grant (including a United States Patent) arising from any invention or application identified in parts (a)-(e);
- g) any modification or extension of any official grant, including reissues, reexaminations, renewals, substitutes, patents of addition, and extensions;
- h) all interest in works of authorship created by employees, works of authorship created by third parties as works made for hire, and works of authorship related to property identified in parts (a)-(g), including without limitation computer code, user interfaces, graphic works, written descriptions, and drawings;
- i) proprietary information and know-how; and
- j) any trade secrets based on proprietary information and know-how.

Further Assurances. From time to time following the effective time of this Assignment, upon the request of the Assignee, the Assignor shall execute and deliver (or cause to be executed and delivered) to the Assignee such other documents and further instruments of assignment and transfer, and shall take (or cause to be taken) such other action, without any further compensation, but at no cost or expense to the Assignor, as may be reasonably necessary or desirable to make this Assignment fully effective, to record or memorialize the assignments set forth herein, in the United States or any state thereof or any country throughout the world, as applicable, to vest such right, title and interest in, to and under the Intellectual Property in the Assignee or to maintain, preserve or enforce the rights of the Assignee in the Intellectual Property. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any lawful and necessary document as stated above, the Assignor hereby irrevocably designates and appoints the Assignee, and its duly authorized officers and agents, as the Assignor's agent and attorney-in-fact to act for and on the Assignor's behalf and stead, to execute and file any such lawful and necessary document and to do all other lawfully permitted acts necessary to vest ownership of the Intellectual Property in the Assignee or effect the other purposes stated above with the same legal force and effect as if executed by the Assignor. Without limiting the generality of the foregoing, the Assignor does hereby expressly agree that the Assignee may singly, and without assistance or consent from the Assignor, undertake procedures to record the transfer of Intellectual Property to the Assignee with the United States Patent and Trademark Office or other applicable agency or governmental entity and to terminate any powers of attorney previously granted by the Assignor with respect to the patents.

Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Drafting. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.

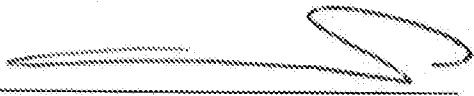
Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Patents and Patent Applications as of the date set forth below.

ASSIGNOR:

KCI UK Holdings Limited

By: 

Name: Christiaan Jan Otto Pool

Title: Director

Date: 11 JUNE 2019WITNESSSignature: Printed Name: Yolanda SmallDate: 20 June 2019ASSIGNEE:

KCI LICENSING, INC.

By: 

Name: Nadeem Bridi

Title: Intellectual Property Counsel

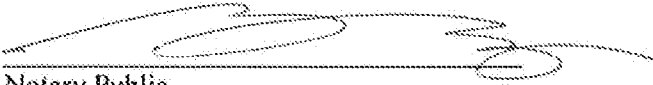
Date: 20 June 2019

STATE OF TEXAS :

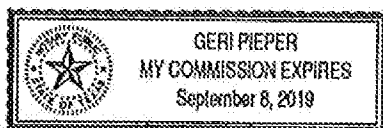
COUNTY OF Bexar :

On this 20th day of June, 2019, before me, a Notary Public, within and for the County of Bexar, State of Texas, personally appeared Nadeem Bridi, to me known to be the person described in and who acknowledged executing the forgoing instrument as a free act and deed, and who also represented that he is authorized to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.


 Notary Public
My Commission Expires: Sept 8, 2019

23616537.4



Page 4 of 4