

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6416386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK FULTON	01/13/2011
RECEIVING PARTY DATA	
Name:	DEPUY INTERNATIONAL LIMITED
Street Address:	ST ANTHONY'S ROAD
Internal Address:	BEESTON, LEEDS
City:	YORSHIRE
State/Country:	GREAT BRITAIN
Postal Code:	LS118DT
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15746049
CORRESPONDENCE DATA	
Fax Number:	(574)372-7177
<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:	5743727177
Email:	jnjuspatent@corus.jnj.com
Correspondent Name:	JOHNSON & JOHNSON
Address Line 1:	ONE JOHNSON & JOHNSON PLAZA
Address Line 4:	NEW BRUNSWICK, NEW JERSEY 08933-7003
ATTORNEY DOCKET NUMBER:	DEP6717USPCT
NAME OF SUBMITTER:	NANCY WILLIAMS
SIGNATURE:	/NANCY WILLIAMS/
DATE SIGNED:	11/24/2020
Total Attachments: 18	
source=DEP6717_ConsultingAgreement_Redacted#page1.tif	
source=DEP6717_ConsultingAgreement_Redacted#page2.tif	
source=DEP6717_ConsultingAgreement_Redacted#page3.tif	
source=DEP6717_ConsultingAgreement_Redacted#page4.tif	
source=DEP6717_ConsultingAgreement_Redacted#page5.tif	

source=DEP6717_ConsultingAgreement_Redacted#page6.tif
source=DEP6717_ConsultingAgreement_Redacted#page7.tif
source=DEP6717_ConsultingAgreement_Redacted#page8.tif
source=DEP6717_ConsultingAgreement_Redacted#page9.tif
source=DEP6717_ConsultingAgreement_Redacted#page10.tif
source=DEP6717_ConsultingAgreement_Redacted#page11.tif
source=DEP6717_ConsultingAgreement_Redacted#page12.tif
source=DEP6717_ConsultingAgreement_Redacted#page13.tif
source=DEP6717_ConsultingAgreement_Redacted#page14.tif
source=DEP6717_ConsultingAgreement_Redacted#page15.tif
source=DEP6717_ConsultingAgreement_Redacted#page16.tif
source=DEP6717_ConsultingAgreement_Redacted#page17.tif
source=DEP6717_ConsultingAgreement_Redacted#page18.tif



DEPUY INTERNATIONAL LIMITED (1)

and

MIDGE WEB LIMITED (2)

CONSULTANCY SERVICES AGREEMENT

DePuy International Limited
Number One White Rose Office Park, Millshaw Park Lane, Leeds, LS11 0EA

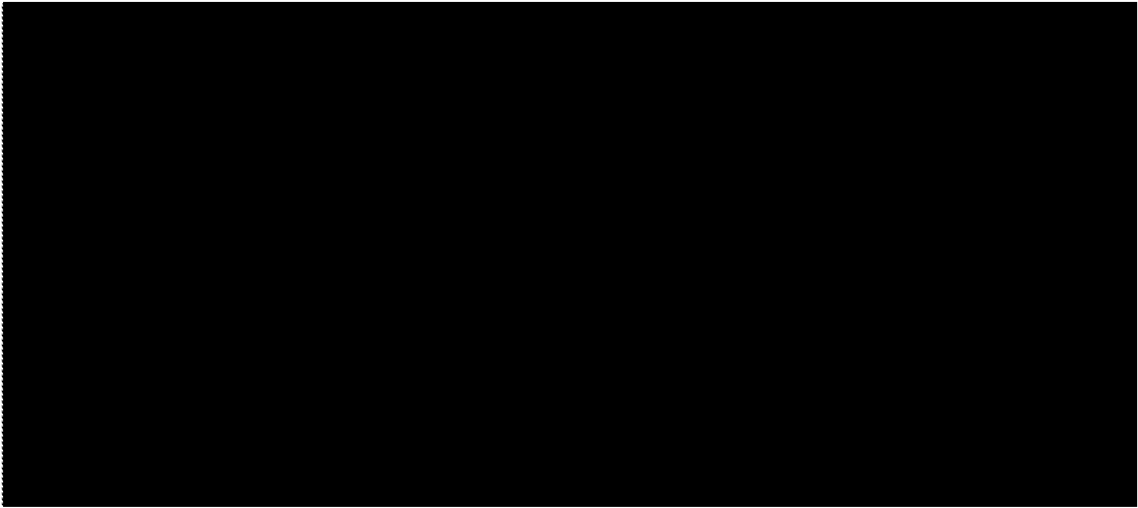
Website www.depuy.com

Reference AN/PDJ/DEP.002-108_ICD346689

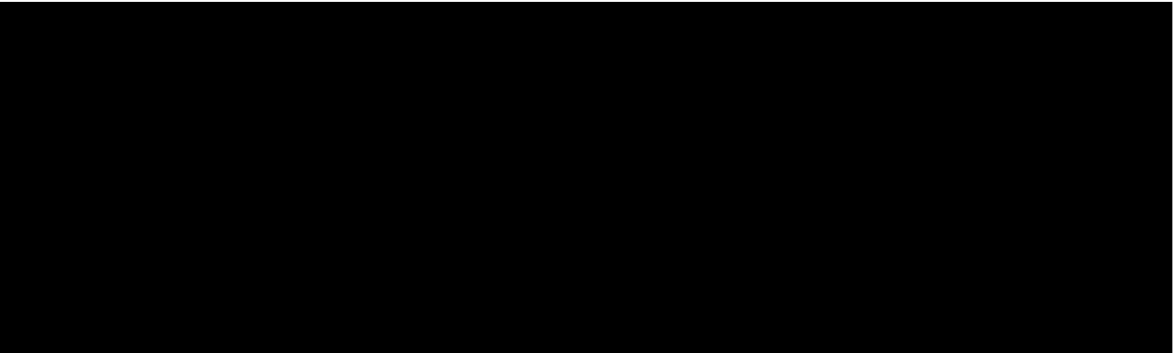


CONTENTS

1 DEFINITIONS AND INTERPRETATION 1



10 INTELLECTUAL PROPERTY RIGHTS 9



CONSULTANCY SERVICES AGREEMENT



PARTIES

- (1) **DEPUY INTERNATIONAL LIMITED** (Company Number 3319712) whose registered office is at St Anthony's Road, Beeston, Leeds, LS11 8DT, England ("**DePuy**"); and
- (2) **MIDGE WEB LIMITED** (Company Number 4079077) whose registered office is at 1st Floor Castlewood House, 77-91 New Oxford Street, London, WC1A 1DG, England (the "**Service Provider**").

INTRODUCTION

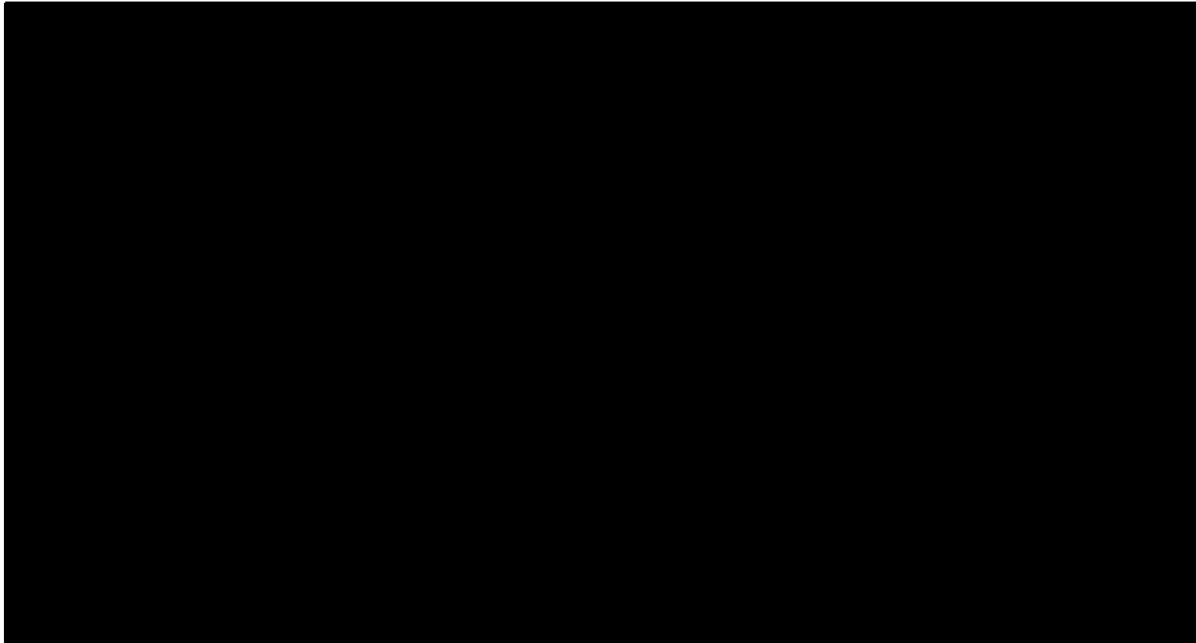
A This Agreement sets out the terms and conditions upon which the Service Provider is to be appointed as a member of DePuy's group of pre-approved independent consultants and may be engaged by DePuy from time to time to provide certain services to DePuy.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words have the following meanings:

- (a) "**Agreement**" means this Consultancy Services Agreement together with any Work Order from time to time entered into by the Parties under it.



- (c) "**Corporate Group**" means each party together with any subsidiary company of that party, any holding company of that party and any other subsidiary companies of any holding company of that party (such expressions being as defined under the Companies Act 2006).

- (d) "**Intellectual Property Rights**" means patents, trade marks, service marks, trade names, registered and unregistered designs, trade or business names, copyright

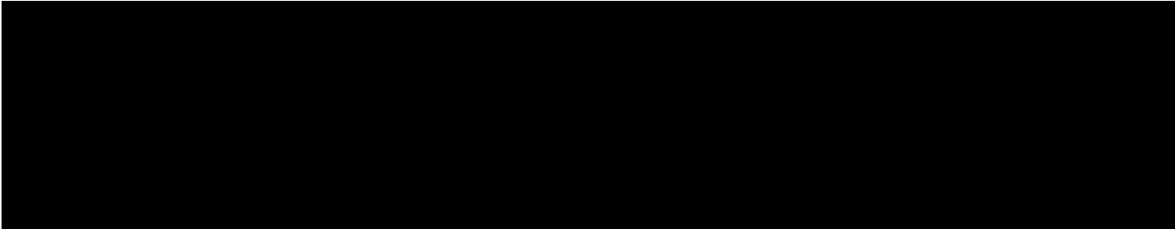
[REDACTED]

(including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

[REDACTED]

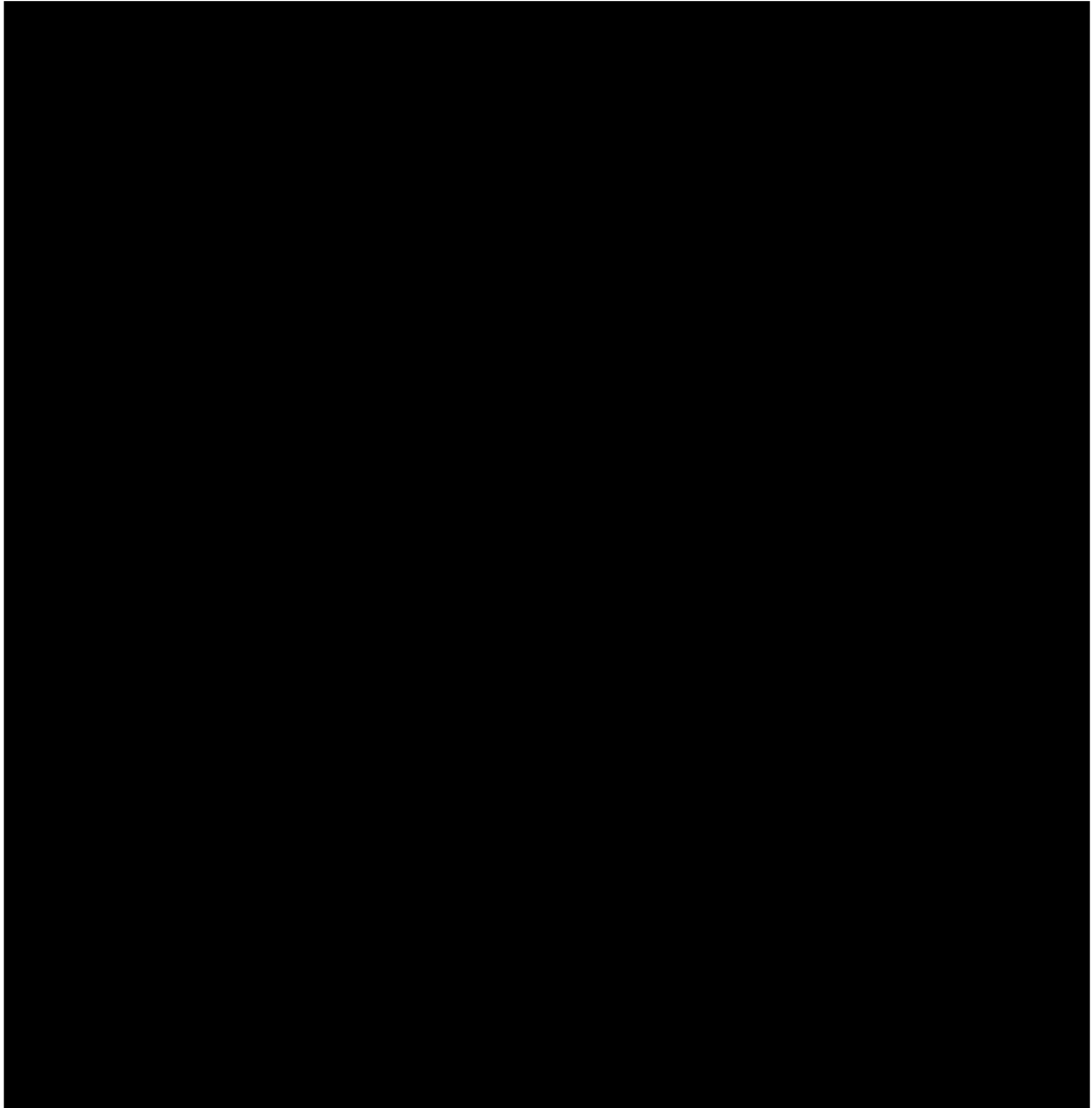
[REDACTED]

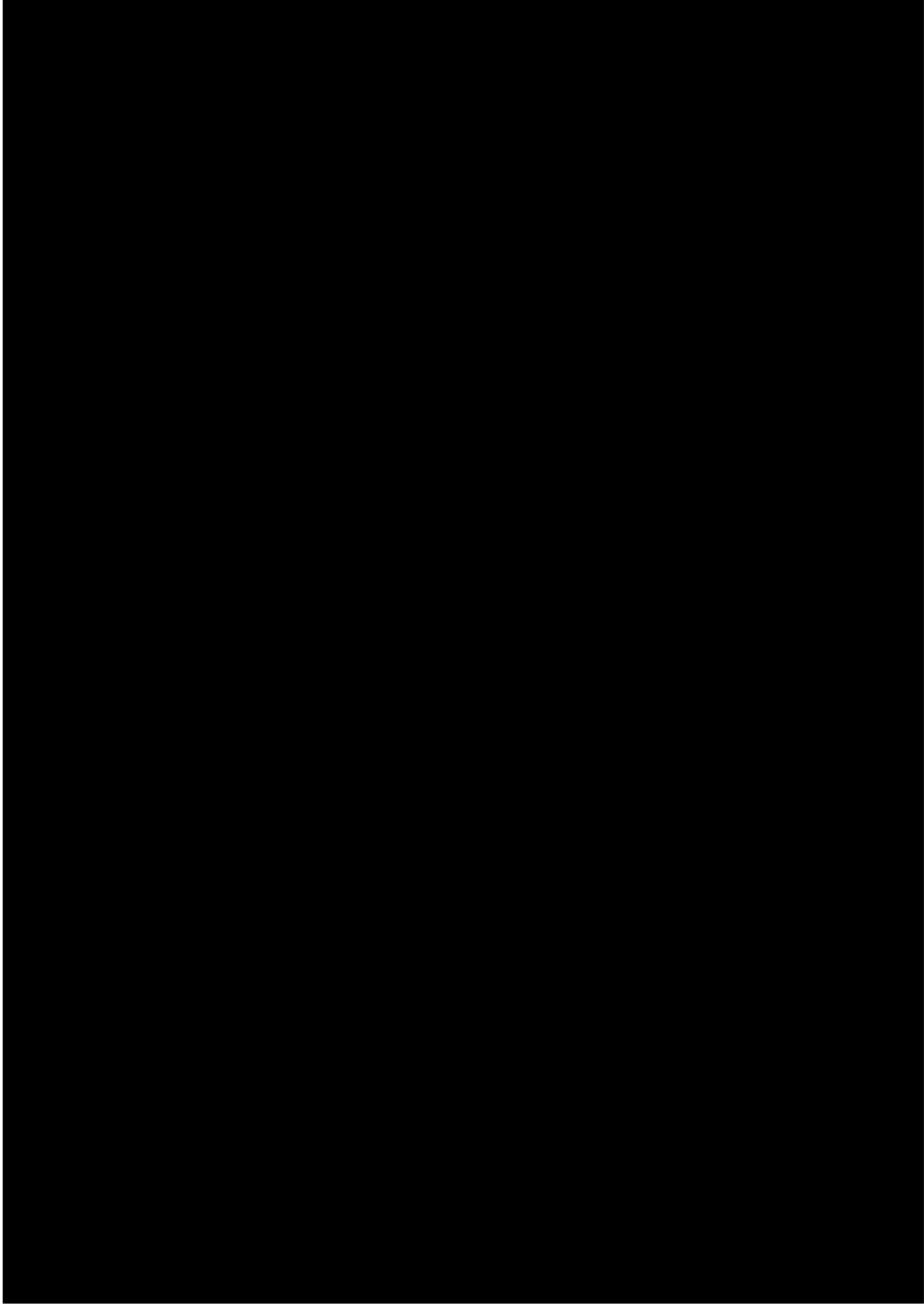
[REDACTED]

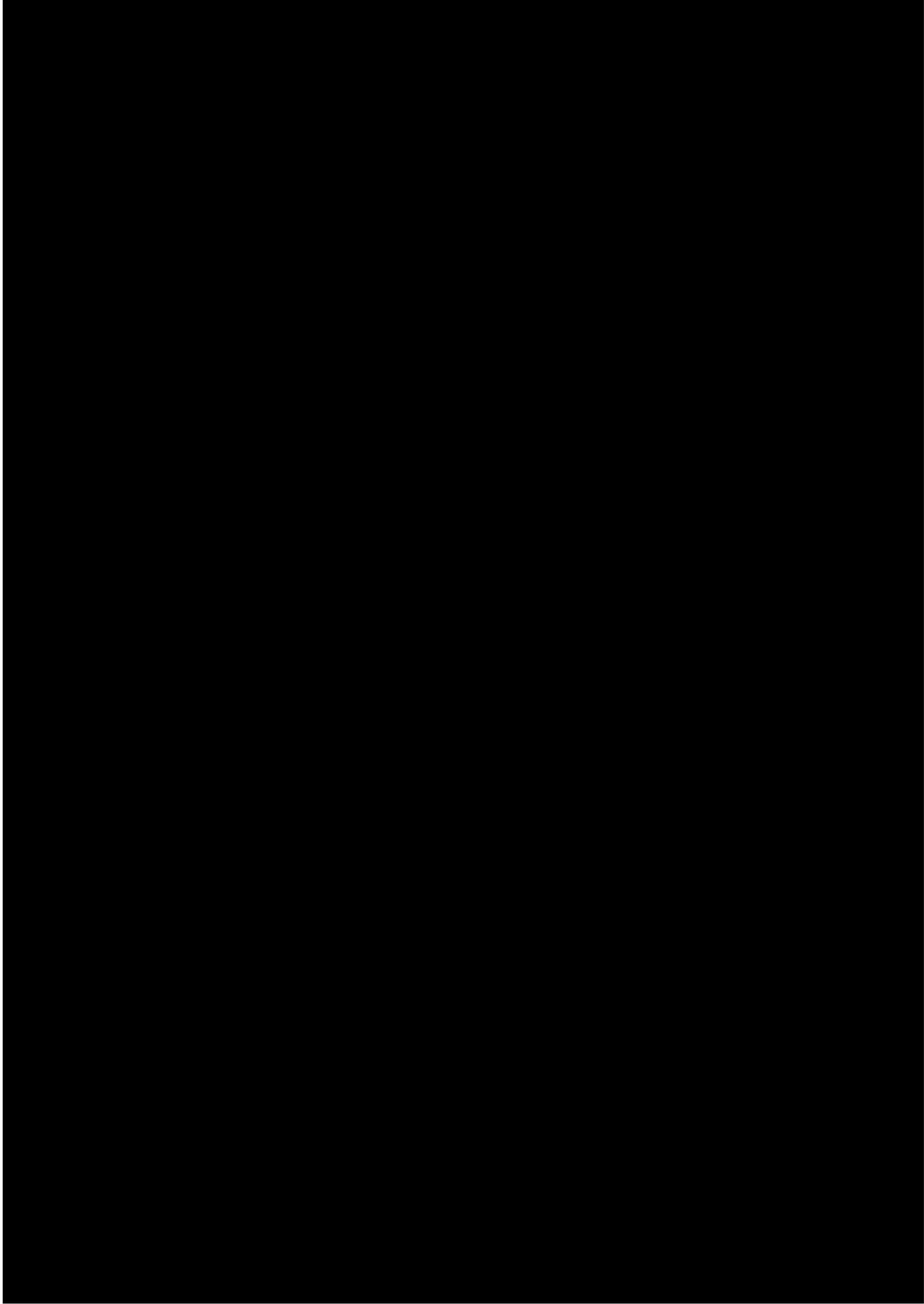


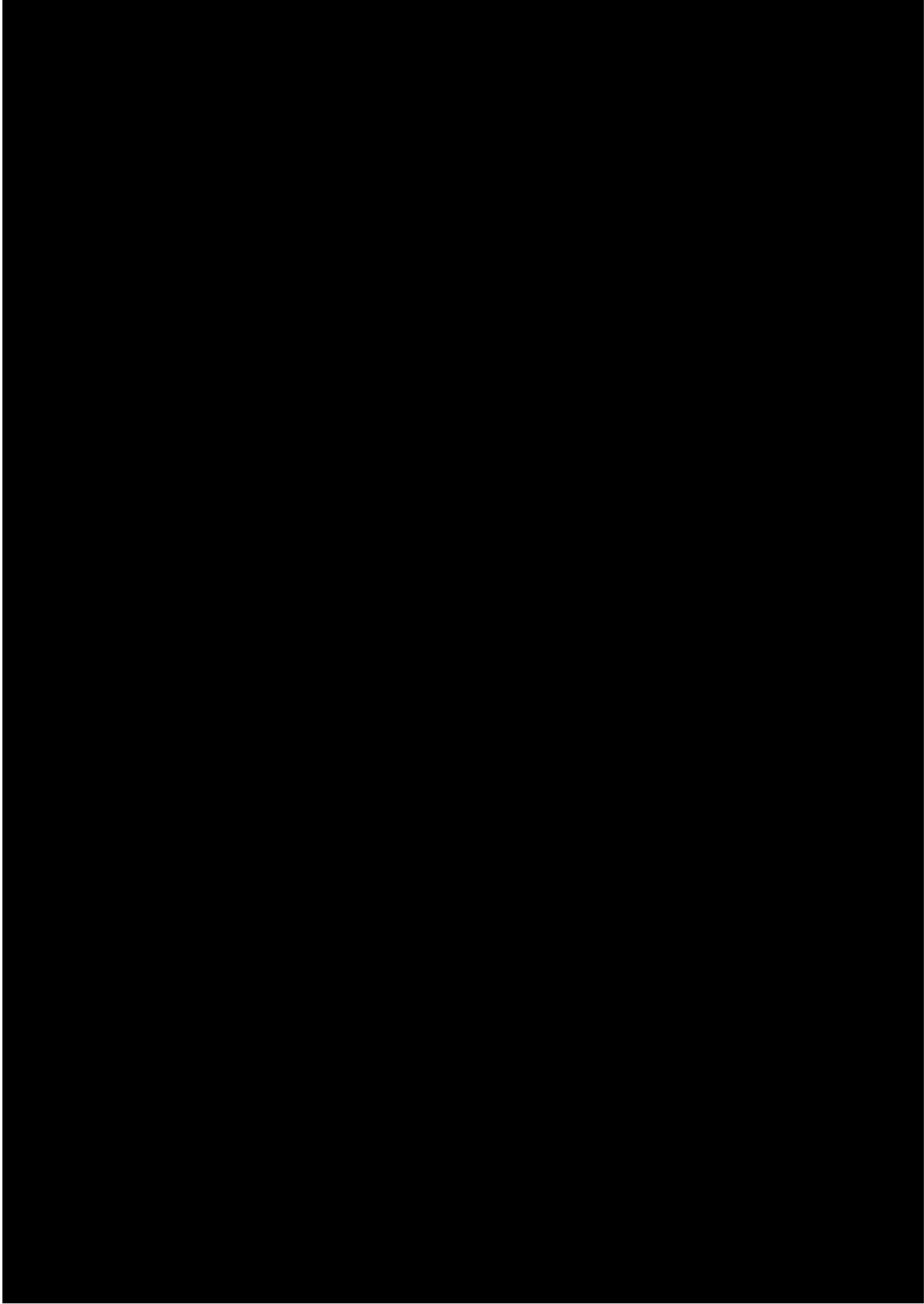
3 TERM

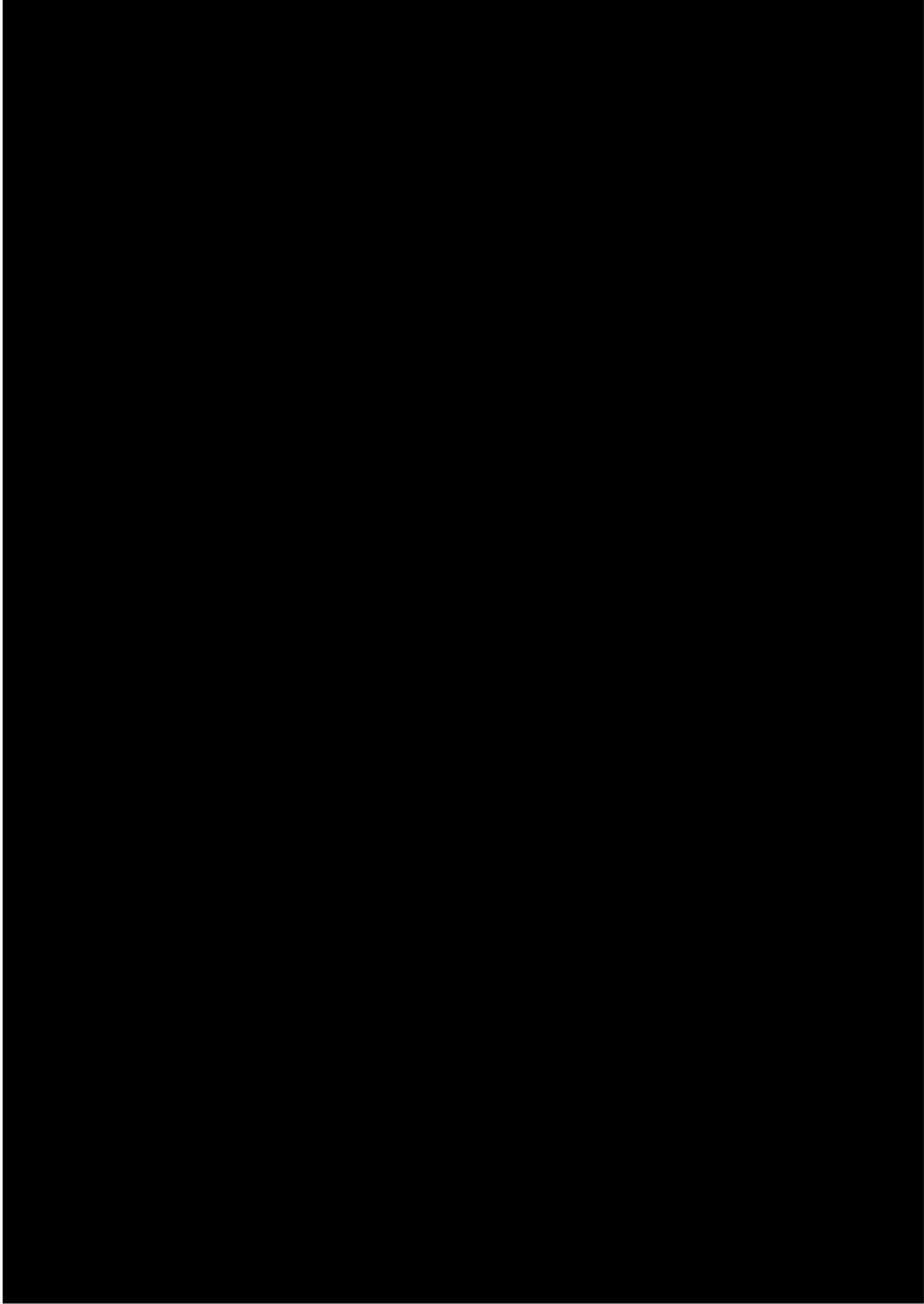
3.1 This Agreement shall come into force on the date that it is executed by the last party to sign and, subject at all times to early termination in accordance with the other provisions of this Agreement, shall automatically expire on the third anniversary thereof or, if any Work Order remains in force on that expiry date, upon the later date on which the Service Provider completes the provision of the Services which are the subject of that outstanding Work Order.

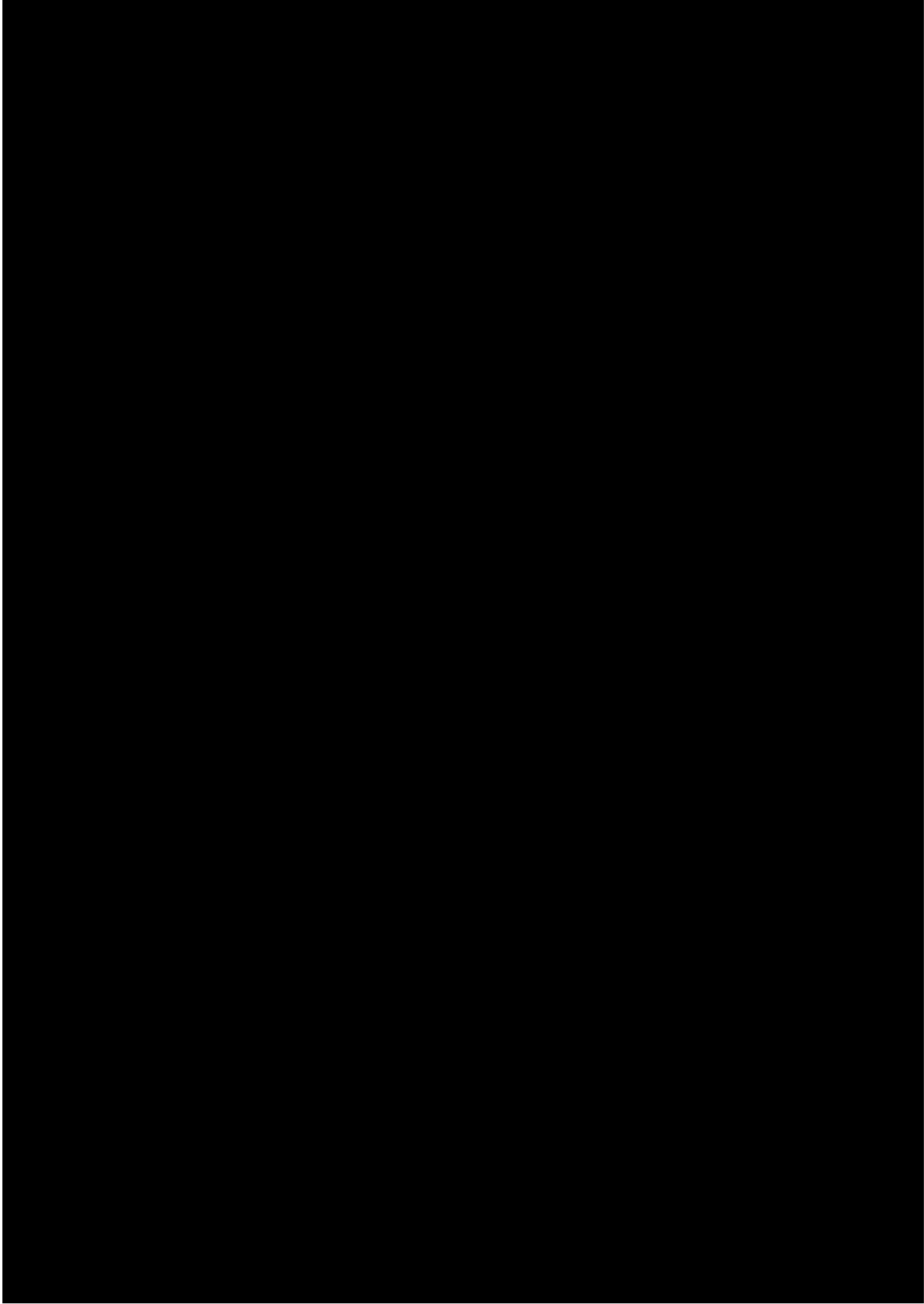













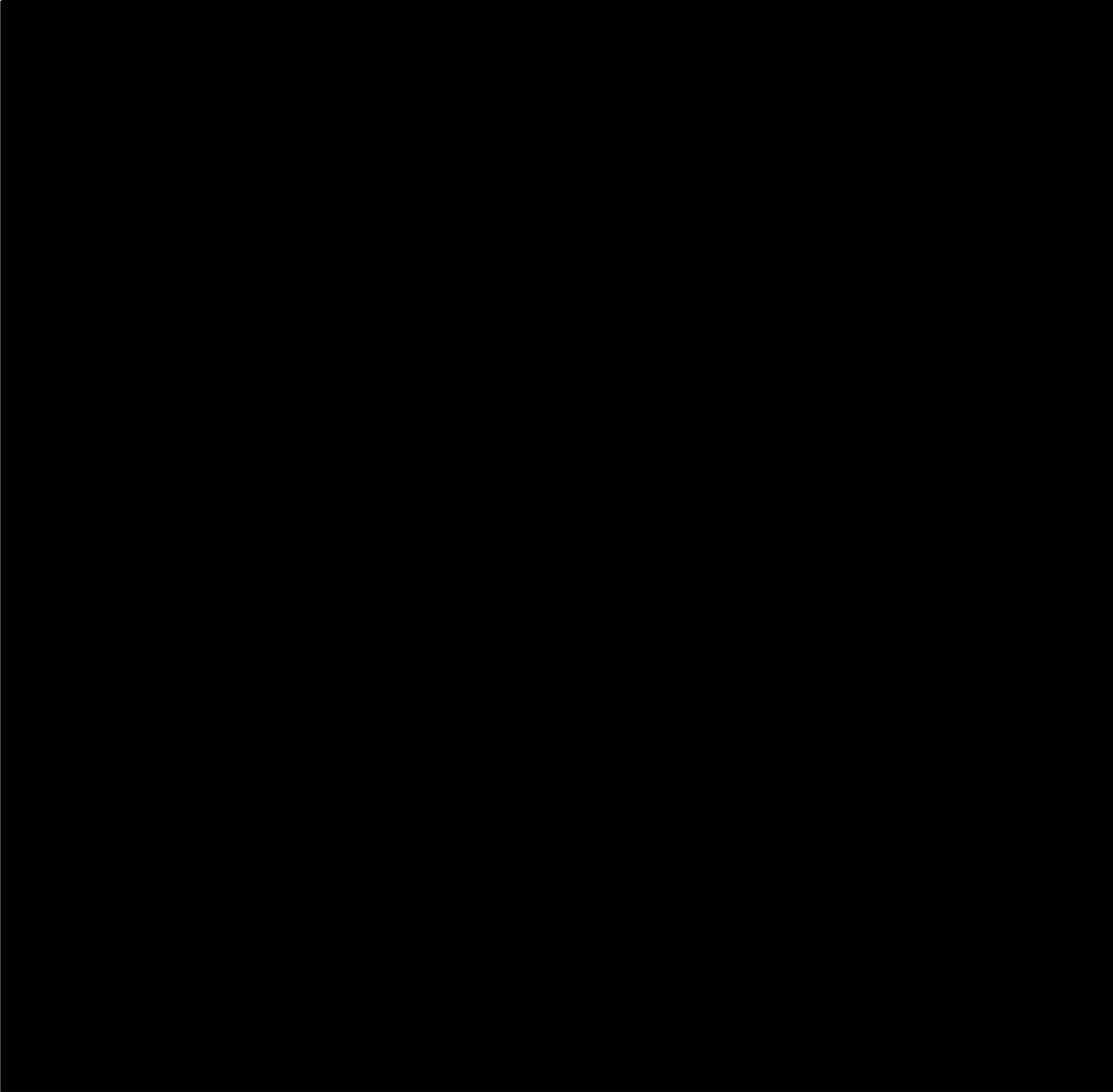
10 INTELLECTUAL PROPERTY RIGHTS

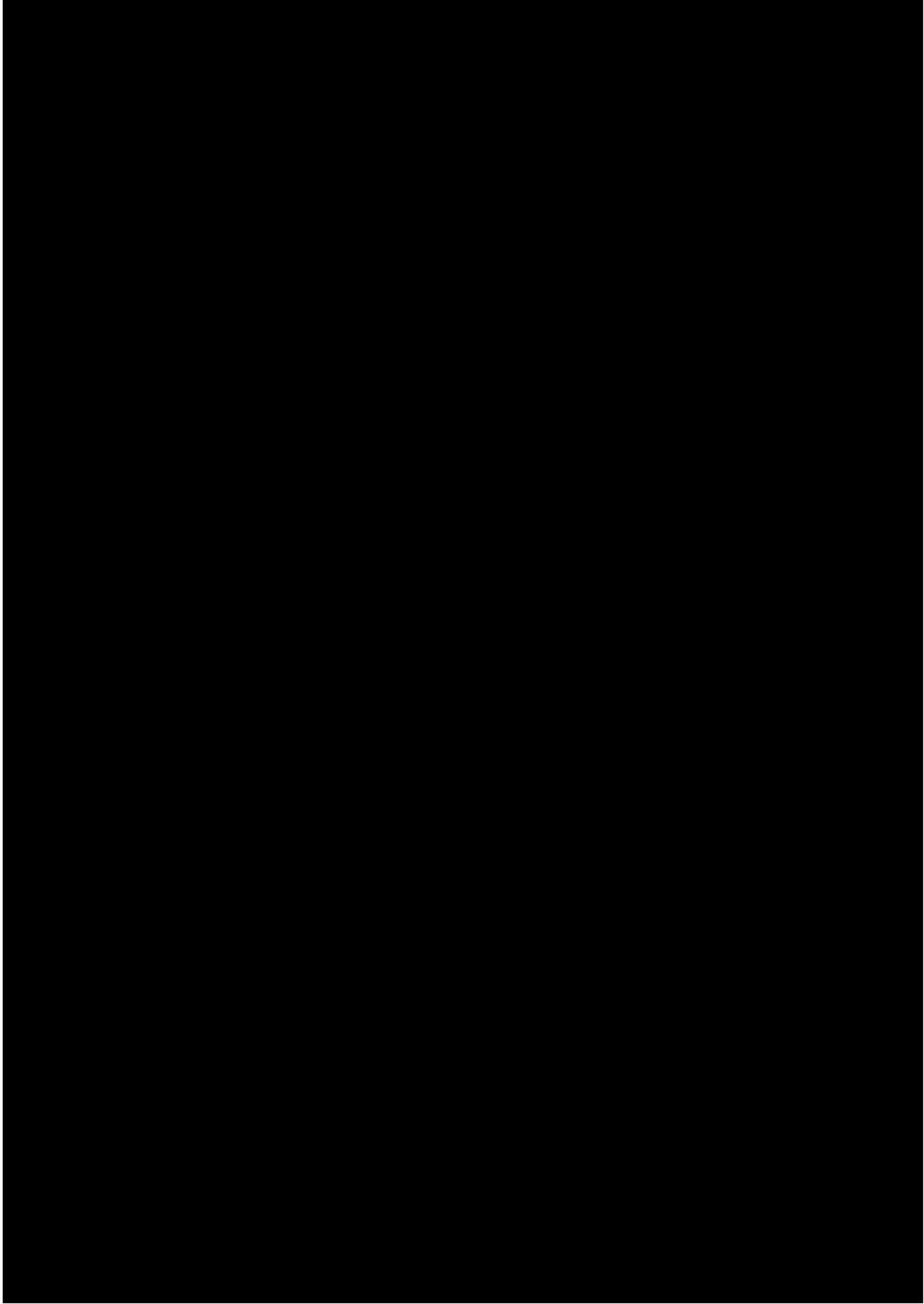
- 10.1 The Service Provider acknowledges that because of the nature of this Agreement and the Services and the particular responsibilities arising as a result of the Service Provider providing such Services, it has a special obligation to further the interests of DePuy and the other members of the same Corporate Group as DePuy.
- 10.2 The Service Provider shall promptly disclose to DePuy any idea or invention created in the course of providing any Services. The Service Provider shall immediately assign the same to DePuy and shall execute all documents and do all things necessary to vest ownership in such idea or invention to DePuy as sole beneficial owner.
- 10.3 Subject always to the provisions of Clause 10.2, the Service Provider agrees that any Intellectual Property Rights (whether in existence now or coming into existence at any time in the future) created either during the course of providing any Services or by using materials, tools or knowledge made available to the Service Provider by DePuy, shall upon creation vest in and be the exclusive property of DePuy. The Service Provider hereby assigns (in the case of any future Intellectual Property Rights, by way of a present assignment of a future right) ownership of all such Intellectual Property Rights to DePuy. Both during the term of this Agreement and afterwards, the Service Provider shall execute all documents and do all things necessary to vest ownership of such Intellectual Property Rights in DePuy as the sole beneficial owner. The Service Provider irrevocably agrees to waive all moral rights in respect of any materials or works which give rise to an assignment of Intellectual Property Rights to DePuy in under this Clause 10.3.
- 10.4 The Service Provider appoints DePuy to act as its agent in its name and on its behalf to execute any such document or do any such thing necessary for the purpose of giving to DePuy or its nominee the full benefit of this Clause 10. The Service Provider:
- (a) acknowledges in the favour of any third party that a certificate in writing signed by any director or secretary of DePuy that any instrument or act falls within the scope of its authority as an agent of the Service Provider conferred on it by this Clause 10.4 shall be conclusive evidence that such is the case; and

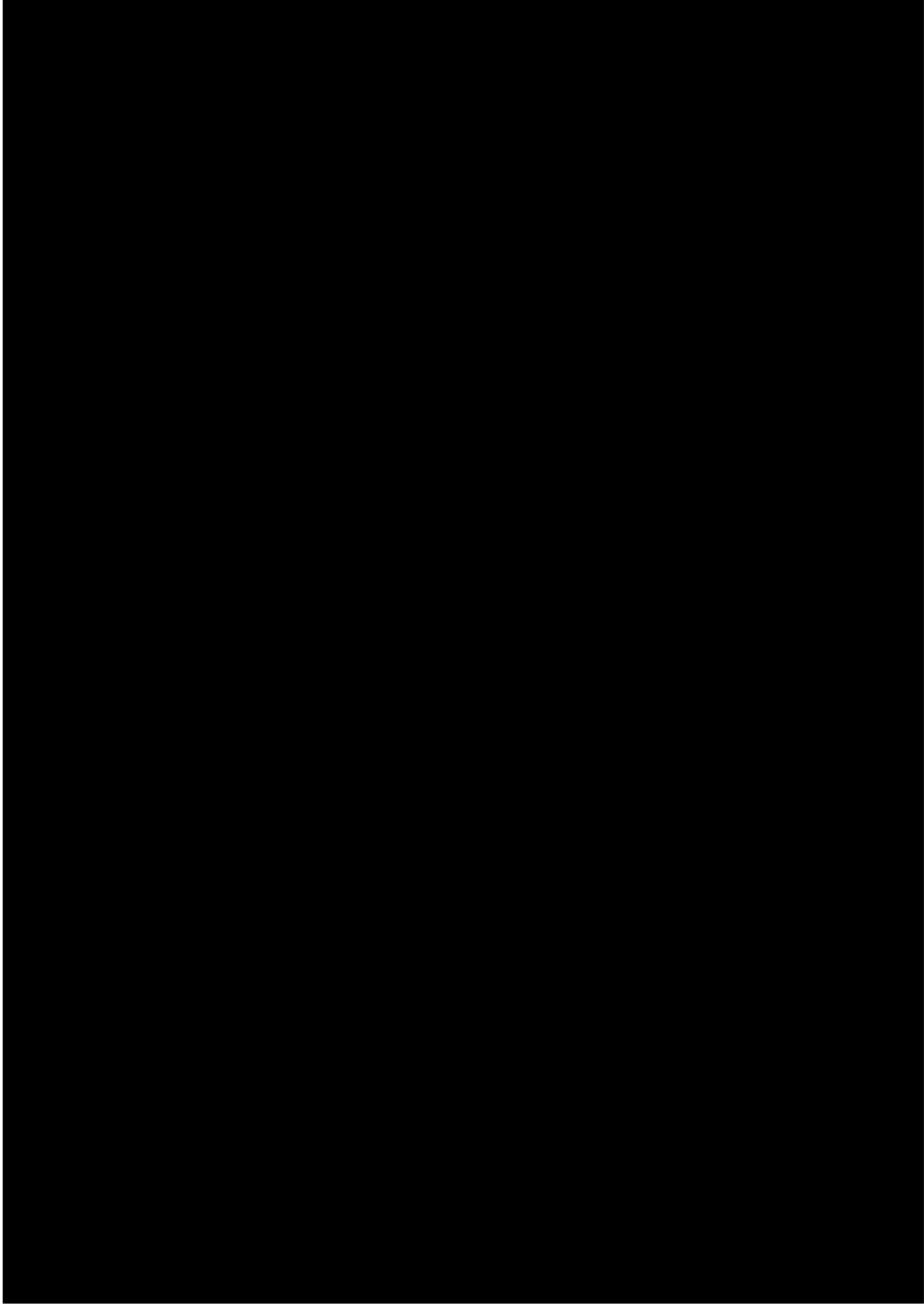


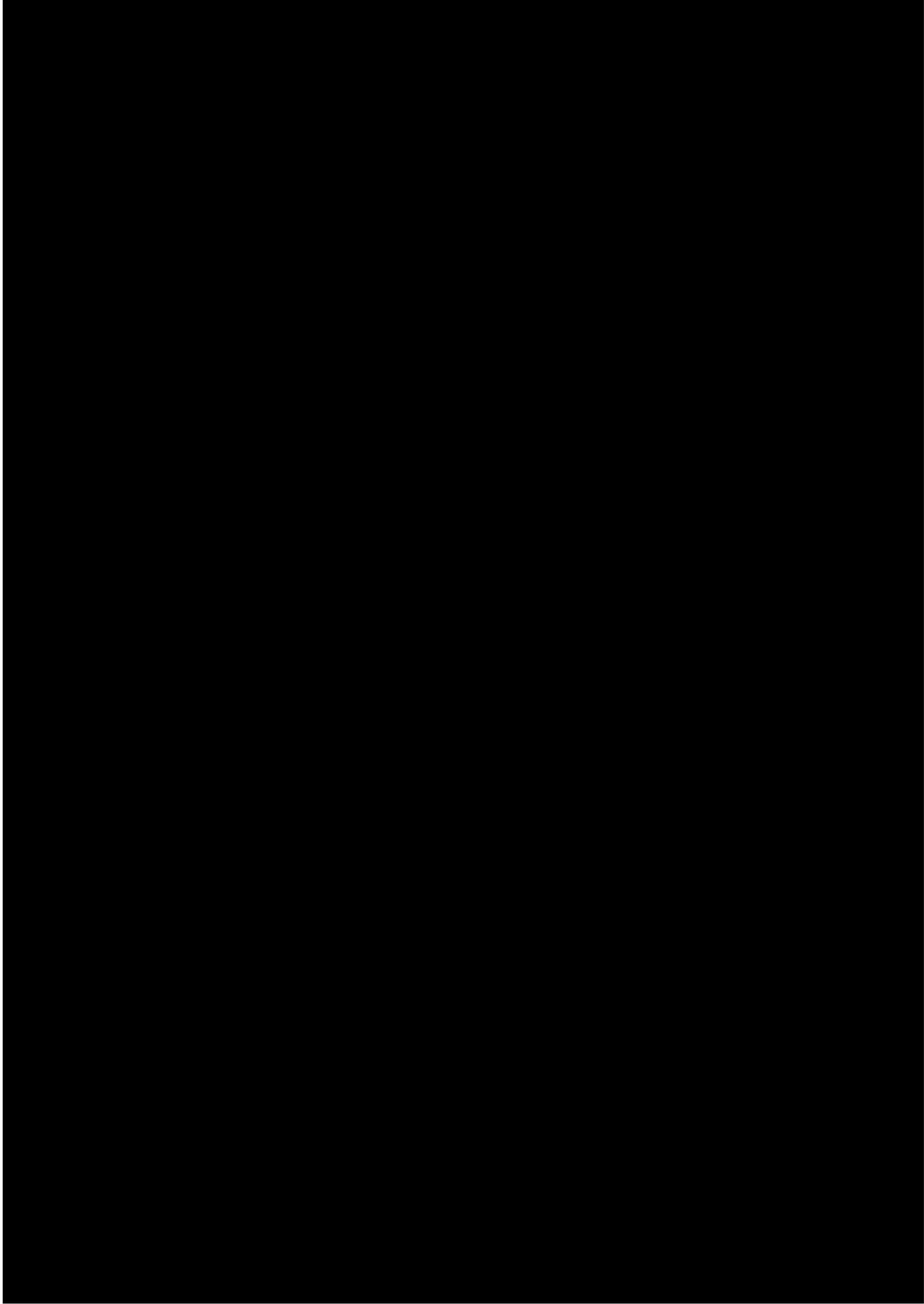
(b) notwithstanding Clause 10.4(a), shall promptly execute all documents and do all things necessary to assist DePuy in perfecting and confirming its appointment as an agent of the Service provider under this Clause 10.4.

10.5 The provisions of this Clause 10 shall apply with retrospective effect to any idea, invention or Intellectual Property Rights created by the Service Provider during the course of undertaking any work for or providing any services to DePuy prior to the date of this Agreement or through the use of any materials, tools or knowledge made available to the Service Provider by DePuy prior to the date of this Agreement. In the event of any inconsistency or contradiction between the terms of this Clause 10 and the terms under which any such previous work or services were provided by the Service Provider to DePuy or, materials, tools or knowledge made available to the Service Provider by DePuy then this Clause 10 shall control and take precedence.



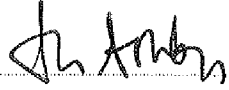






SIGNED IN AGREEMENT BY THE PARTIES ON THE DATE(S) SET OUT BELOW:


for and on the behalf of
DEPUY INTERNATIONAL LIMITED


.....
Sign

Arson
.....
Print name

19 Jan 2011
.....
Date

for and on the behalf of
MIDGE WEB LIMITED


.....
Sign

MARK FULTON
.....
Print name

13/1/2011
.....
Date

