## 506383151 12/03/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6429907

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
HUGH GILL	08/21/2020
ROBERTUS MEIJER	12/02/2020

#### **RECEIVING PARTY DATA**

Name:	TOUCH BIONICS LIMITED
Street Address:	INTEGRATION HOUSE
Internal Address:	ALBA BUSINESS PARK
City:	LIVINGSTON
State/Country:	GREAT BRITAIN
Postal Code:	EH54 7TH

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	16219556
PCT Number:	IB2018060072

#### CORRESPONDENCE DATA

**Fax Number:** (949)760-9502

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.

Phone: 949-760-0404
Email: efiling@knobbe.com

Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR LLP.

Address Line 1: 2040 MAIN STREET, 14TH FL.
Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	TOUCH.020A / TOUCH.020WO		
NAME OF SUBMITTER:	NOOREAN GILL		
SIGNATURE:	/Noorean Gill/		
DATE SIGNED:	12/03/2020		

#### **Total Attachments: 3**

source=2020-12-03 Fully Executed Assignment - TOUCH.020A\_020WO#page1.tif source=2020-12-03 Fully Executed Assignment - TOUCH.020A\_020WO#page2.tif source=2020-12-03 Fully Executed Assignment - TOUCH.020A\_020WO#page3.tif

PATENT 506383151 REEL: 054532 FRAME: 0388

## ASSIGNMENT AGREEMENT

WHEREAS, Hugh Gill, a citizen of Great Britain and residing at Paisley, Scotland, and Robertus Meijer, a citizen of Great Britain and residing at Cambridge, England, ("ASSIGNOR") have conceived of inventions ("Inventions") disclosed in the below-identified patent applications ("Applications").

Application No. (Attorney Docket No.)	Filing Date	Title
16/219,556 (TOUCH.020A)	December 13, 2018	POWERED PROSTHETIC THUMB
PCT/IB2018/060072 (TOUCH.020WO)	December 14, 2018	POWERED PROSTHETIC THUMB

WHEREAS, Touch Bionics Limited, a Great Britain Corporation, having offices at Integration House – Alba Business Park, Livingston, Great Britain, EH54 7TH ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Inventions and the Applications, as well as 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 agrees to assign and does hereby assign to ASSIGNEE 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 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 which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.
- 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, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.
- D. All 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 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 for the Inventions to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

PATENT REEL: 054532 FRAME: 0389

#### AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- A. This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by 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, ASSIGNEE'S rights 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 Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHERE	OF, I hereunto set my hand and seal this	21 day of
	Hardy	
	Hugh Gill	***************************************
Rail	21/8/20	
Witness Signature	Date	
RICHARD CILL Witness Name		

PATENT REEL: 054532 FRAME: 0390

# ASSIGNMENT AGREEMENT

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2 2020

Robertus Meijer

Date

Witness Signature

GASPAR RODRIGUEZ

Witness Name

32794812

**PATENT** REEL: 054532 FRAME: 0391

**RECORDED: 12/03/2020**