

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6456201

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RODRIGO MERCADER RIVERA	12/16/2020
	HUGH GILL	12/16/2020
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:	17098045	
PCT Number:	IB2020060724	
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:	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.028A/028WO	
NAME OF SUBMITTER:	NOOREAN GILL	
SIGNATURE:	/Noorean Gill/	
DATE SIGNED:	12/17/2020	
Total Attachments: 4		
source=2020-12-17 Executed Declaration Assignment - TOUCH.028A#page1.tif		
source=2020-12-17 Executed Declaration Assignment - TOUCH.028A#page2.tif		
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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently***Docket Nos.:** TOUCH.028A and TOUCH.028WO

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Title: PROSTHETIC DIGIT ACTUATOR**Inventors:** Rodrigo Mercader Rivera and Hugh Gill***Declaration***

This Declaration is directed to each of U.S. Application No. 17/098,045, filed November 13, 2020, and International Application No. PCT/IB2020/060724, filed November 14, 2020, and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment Agreement

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

Application No. (Attorney Docket No.)	Filing Date	Title
17/098,045 (TOUCH.028A)	November 13, 2020	PROSTHETIC DIGIT ACTUATOR
PCT/IB2020/060724 (TOUCH.028WO)	November 14, 2020	PROSTHETIC DIGIT ACTUATOR

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:

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

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Title: PROSTHETIC DIGIT ACTUATOR

Inventors: Rodrigo Mercader Rivera and Hugh Gill

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.

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

PATENT

REEL: 054682 FRAME: 0261

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

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Title: PROSTHETIC DIGIT ACTUATOR

Inventors: Rodrigo Mercader Rivera and Hugh Gill

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.

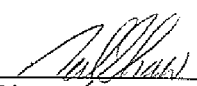
C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent 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 WHEREOF, I hereunto set my hand and seal this 16 day of
DECEMBER, 2020.


Rodrigo Mercader Rivera

16 / DECEMBER / 2020
Date


Witness Signature

NEIL SHAW
Witness Name

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

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Title: PROSTHETIC DIGIT ACTUATOR

Inventors: Rodrigo Mercader Rivera and Hugh Gill

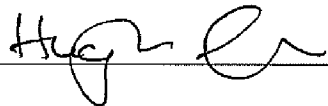
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 16 day of
DEC, 2020



Witness Signature

RACHEL MACDONALD

Witness Name


Hugh Gill

Date

16/12/20

34017579

PATENT

RECORDED: 12/17/2020

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