

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6809025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MALCOLM WHITE	06/23/2016
PATRICK BURN	06/23/2016
CHRISTOPHER PAUL HANCOCK	06/24/2016
RECEIVING PARTY DATA	
Name:	CREO MEDICAL LIMITED
Street Address:	RIVERSIDE COURT, BEAUFORT PARK
City:	CHEPSTOW, MONMOUTHSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	NP16 5UH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17371579
CORRESPONDENCE DATA	
Fax Number:	(202)857-6395
<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:	2028576000
Email:	patentdocket@arentfox.com,Ziriatou.Amadou@arentfox.com
Correspondent Name:	ARENT FOX LLP
Address Line 1:	1717 K STREET, NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	024794.00130
NAME OF SUBMITTER:	ZIRIATOU AMADOU
SIGNATURE:	/Ziriatou Amadou/
DATE SIGNED:	07/13/2021
Total Attachments: 7	
source=024794_00130_Assignment-asfiled#page1.tif	
source=024794_00130_Assignment-asfiled#page2.tif	
source=024794_00130_Assignment-asfiled#page3.tif	
source=024794_00130_Assignment-asfiled#page4.tif	

source=024794_00130_Assignment-asfiled#page5.tif

source=024794_00130_Assignment-asfiled#page6.tif

source=024794_00130_Assignment-asfiled#page7.tif

ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **WHITE, MALCOLM** c/o of Creo Medical Limited, Riverside Court, Beaufort Park, Chepstow, Monmouthshire, NP16 5UH;
- (2) **BURN, PATRICK** c/o of Creo Medical Limited, Riverside Court, Beaufort Park, Chepstow, Monmouthshire, NP16 5UH;
- (3) **HANCOCK, CHRISTOPHER PAUL** of 37 Napier Road, Bath, Bath and North East Somerset, BA1 4LN, UK,

each an **Inventor** and together the **Inventors** as context dictates; and

- (4) **CREO MEDICAL LIMITED** incorporated and registered in England & Wales with company number 04658880 whose registered office is at Riverside Court, Beaufort Park, Chepstow, Monmouthshire, NP16 5UH (the **Employer**).

BACKGROUND

- (A) Each **Inventor** is an inventor of the **Invention** for which the **Patent Applications** have been or will be filed. The contributions of the **Inventors** to the **Invention** were made in the course of the duties of each **Inventor** as an employee of the **Employer**, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the **Inventor** had a special obligation to further the interests of the **Employer's** undertaking.
- (B) The **inventors** and the **Employer** believe that, either by operation of law or by virtue of an agreement entered into by each of the **Inventors** and the **Employer** before the making of the **Invention**, the **Employer** was, at the time the **Invention** was made, entitled to the whole of the property in the contributions of the **Inventors** to the **Invention**.
- (C) In case the **Employer** for any reason was not, at the time the **Invention** was made, entitled to the whole of the property in the contributions of the **Inventors** to the **Invention**, and in order to provide documentary evidence that the **Employer** is the owner of both the legal title and the beneficial interest in the **Patent Applications** and in any contributions of the **Inventors** to the **Invention**, including any further contributions that the **Inventors** may make to the development or improvement of the **Invention**, each **Inventor** has agreed to execute this **Assignment** to assign to the **Employer** all his rights, title and interest in, to and arising from the **Invention** and the **Patent Applications** on the terms set out in this **Assignment**.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Completion Applications means the completion patent applications, short particulars of which are set out in Part 2 of the Schedule.

Future Applications means any future applications linked by one or more priorities to the Completion Applications and all matter contained in such future applications.

Invention means the invention or inventions entitled ELECTROSURGICAL INSTRUMENT and ELECTROSURGICAL INSTRUMENT WITH IMPEDANCE TRANSFORMER FOR DELIVERING MICROWAVE ENERGY.

Patent Applications means the Priority Applications, the Completion Applications and the Future Applications and any and all:

- (a) national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

Priority Applications means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £1 (sufficiency and receipt of which the Inventors expressly acknowledge), each of the Inventors hereby assigns absolutely to the Employer all their right, title and interest in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;

- (b) in respect of each and any Patent Application:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

3. FURTHER ASSURANCE

Each Inventor shall, at the Employer's cost, perform all further acts and things, and execute all further documents, required by law or which the Employer requests to vest in the Employer the full benefit of the right, title and interest assigned to the Employer under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventors in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Employer as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Employer in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Employer by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

4. POWER OF ATTORNEY

The Inventors and the Employer grant the firm of Mewburn Ellis LLP the power to insert in Part 3 of the Schedule to this Assignment any further

identification of any existing or future patent applications in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP has represented only the Employer and will continue to represent only the Employer with respect to this Assignment.

5. ISSUE OF PATENTS

The Inventors request the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the invention or pursuant to any of the Patent Applications in the name of the Employer (either alone or jointly with any co-applicant) in accordance with this Assignment.

6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment.

Schedule: The Patent Applications

Part 1: Priority Applications

Country	Application No.	Application Date	Title
GB	1510787.3	19 June 2015	ELECTROSURGICAL INSTRUMENT


Part 2: Completion Applications

Application No.	Application Date	Title
PCT/GB2016/051817	17 June 2016	ELECTROSURGICAL INSTRUMENT WITH IMPEDANCE TRANSFORMER FOR DELIVERING MICROWAVE ENERGY

Part 3: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

Executed by **MALCOLM WHITE** in
the presence of:


.....

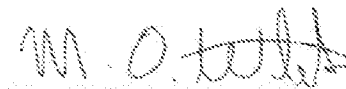
SIGNATURE OF WITNESS

NAME: JOANNA RICKETTS

ADDRESS: THE STABLES, STONY LITTLETON, BATH, BA2 8NW

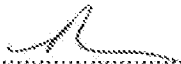
OCCUPATION: BUSINESS SUPPORT MANAGER

DATE: 23 JUNE 2016


.....

SIGNATURE OF INVENTOR

Executed by **PATRICK BURN** in
the presence of:


.....

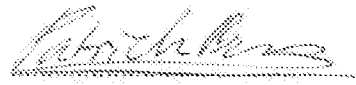
SIGNATURE OF WITNESS

NAME: JOANNA RICKETTS

ADDRESS: THE STABLES, STONY LITTLETON, BATH, BA2 8NW

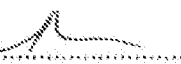
OCCUPATION: BUSINESS SUPPORT MANAGER

DATE: 23 JUNE 2016


.....

SIGNATURE OF INVENTOR

Executed by **CHRISTOPHER
PAUL HANCOCK** in the presence
of:


.....

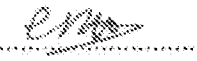
SIGNATURE OF WITNESS

NAME: JOANNA RICKETTS

ADDRESS: THE STABLES, STONY LITTLETON, BATH, BA2 8NW

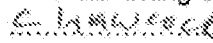
OCCUPATION: BUSINESS SUPPORT MANAGER

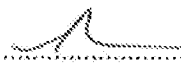
DATE: 24 JUNE 2016


.....

SIGNATURE OF INVENTOR

Executed by **CREO MEDICAL
LIMITED** acting by


....., a director, in
the presence of:


.....

SIGNATURE OF WITNESS

NAME: JOANNA RICKETTS

ADDRESS: THE STABLES, STONY LITTLETON, BATH, BA2 8NW

OCCUPATION: BUSINESS SUPPORT MANAGER

DATE: 24 JUNE 2016


.....

SIGNATURE OF DIRECTOR

Assignment of invention and PCT/GB2016/051817
RAJ/BP7208770 & Coaxial End Coagulator - PCT