

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6812237

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SMITHS GROUP PLC	07/12/2021
RECEIVING PARTY DATA		
Name:	SMITHS MEDICAL INTERNATIONAL LIMITED	
Street Address:	1500 EUREKA PARK	
Internal Address:	LOWER PEMBERTON	
City:	ASHFORD KENT	
State/Country:	UNITED KINGDOM	
Postal Code:	TN25 4BF	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	D538922
	Patent Number:	D571012
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	kevin.roloff@smiths-medical.com	
Correspondent Name:	WALTER K. ROLOFF	
Address Line 1:	6000 NATHAN LANE NORTH	
Address Line 2:	SMITHS MEDICAL ASD, INC.	
Address Line 4:	PLYMOUTH, MINNESOTA 55442	
NAME OF SUBMITTER:	WALTER K. ROLOFF	
SIGNATURE:	/Walter K. Roloff/	
DATE SIGNED:	07/14/2021	
Total Attachments: 7		
source=Registered Designs Assignment Deed 2021 Group to SMIL#page1.tif		
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PATENT

REEL: 056850 FRAME: 0381

WHITE & CASE

Dated 12 July 2021

Deed of Assignment of Registered Designs

between

Smiths Group plc

as Assignor

and

Smiths Medical International Limited

as Assignee

White & Case LLP
5 Old Broad Street
London EC2N 1DW

PATENT
REEL: 056850 FRAME: 0382

This Deed of Assignment is made the 12 day of July 2021 between:

- (1) **Smiths Group plc**, a company incorporated in England and Wales with registered number 00137013 and whose registered office is at 4th Floor 11-12 St James's Square, London, England, SW1Y 4LB (the “**Assignor**”); and
- (2) **Smiths Medical International Limited**, a company incorporated in England and Wales with registered number 00362847 and whose registered office is at 1500 Eureka Park, Lower Pemberton, Ashford, Kent, TN25 4BF (the “**Assignee**”),

(each, a “**Party**” and together, the “**Parties**”).

Whereas

- (A) The Assignor and the Assignee are affiliates. The Assignor is the proprietor of certain registered designs which relate exclusively to the business of the Assignee.
- (B) In connection with a corporate reorganisation, the Assignor has agreed to assign all of its rights, title and interest in and to these registered designs to the Assignee on the terms of this Deed.
- (C) The Parties intend to execute this document as a deed.

This Deed witnesses as follows:

1. Definitions and Interpretation

- 1.1. In this Deed, the following expressions shall have the following meanings:

“**Designs**” means the registered designs that are listed in Schedule 1 to this Deed.

- 1.2. In this Deed:

- 1.2.1. references to “**include**” or “**including**” are to be construed without limitation;
- 1.2.2. references to the Schedule are to the schedule of this Deed. The Schedule forms part of this Deed;
- 1.2.3. references to any statute or statutory provision include a reference to that statute or statutory provision as amended, repealed, consolidated or replaced from time to time (whether before or after the date of this Deed) and include any subordinate legislation made under the relevant statute or statutory provision; and
- 1.2.4. references to any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.

2. Assignment

- 2.1. In consideration for the payment from the Assignee to the Assignor of £1, receipt of which the Assignor acknowledges, the Assignor hereby assigns, transfers and conveys to the Assignee, absolutely, subject to the terms and conditions of any licences granted to third parties:

- 2.1.1. all of the Assignor’s right, title and interest in and to the Designs; and

- 2.1.2. all statutory and common law rights attaching to the Designs, including:

- 2.1.2.1. the right to bring, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages or account for profits recovered) in respect of any infringement, or any other cause of action (including passing

off) arising from ownership, of any of the Designs whether occurring before, on or after the date of this Deed; and

2.1.2.2. the right to file applications corresponding to, or based on, any of the applications for the Designs, and to claim priority from those applications.

3. Further Assurances

3.1. At the Assignee's expense and direction, the Assignor shall:

3.1.1. promptly execute all such documents and to do all such things as the Assignee may reasonably request to give full effect to the provisions of this Deed and to secure to the Assignee the full benefit of the rights assigned to the Assignee under this Deed, including at the Assignee's direction, execution of any short form confirmatory assignments, recordal instruments or other documents to enable the Assignee to fulfil all relevant national registry requirements for the registration or recordal of the assignment of any of the Designs without filing this Deed with the relevant registries; and

3.1.2. pending formal registration or recordal of the assignment to the Assignee of any of the Designs:

3.1.2.1. to the extent the Assignee is not legally permitted to do so, pay all applicable application, filing, registration, renewal, annuity, search fees and other fees relating to the Designs as they fall due and promptly satisfy all official actions issued by any relevant registry or authority;

3.1.2.2. ensure that copies of all correspondence that it, or its agents, receive in relation to the Designs (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee; and

3.1.2.3. provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions, oppositions or proceedings relating to the Designs (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee, in each case where this is necessary to preserve the Assignee's rights).

3.2. The Assignor appoints the Assignee to be its attorney in its name and on its behalf, to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Deed. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Deed and the proprietary interest of the Assignee in the Designs and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

4. No Representations, Warranties or Covenants

The Assignor does not make, nor shall be deemed to have made, to the Assignee any express or implied representation or warranty or implied covenant, in each case with respect to the Designs.

5. Law and Jurisdiction

5.1. This Deed and any non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

5.2. Each of the Parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, which may

arise out of or in connection with this Deed and that accordingly any proceedings arising out of or in connection with this Deed shall be brought only in such courts. Each of the Parties irrevocably submits and agrees to submit to the jurisdiction of such courts and waives (and agrees not to raise) any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in any inconvenient forum or any other ground.

6. Miscellaneous


- 6.1. No variation of this Deed shall be effective unless it is in writing and signed by or on behalf of the Parties.
- 6.2. If any provision of this Deed shall be held to be invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable laws.
- 6.3. A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Deed.
- 6.4. This Deed may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Deed, but all counterparts shall together constitute one and the same instrument.

This document has been executed and delivered as a deed on the date which first appears above.


[Signature blocks overleaf]

Executed as a Deed by Smiths Group plc
acting by a director
in the presence of:

}


J. STAPLEY

Signature of
witness:



Name (in BLOCK
CAPITALS):

MATTHEW WHITE

Address:

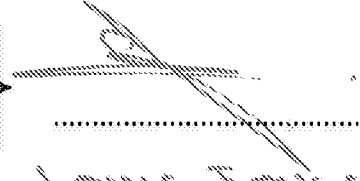
10 QUEENS CAVENDISH
LONDON, W5 1SF

Occupation:

CHARITABLE SECRETARY

[Signature page to Designs Assignment Deed between Smiths Group plc and Smiths Medical International Limited]

**Executed as a Deed by Smiths Medical
International Limited**
acting by a director
in the presence of:

} 
.....
LOUIS JONES

Signature of
witness: Kathy Surry

Name (in BLOCK
CAPITALS): KATHY SURRY

Address: 1500 EUREKA PARK

ASHFORD KENT

Occupation: GLOBAL MARKET INTELLIGENCE, SENIOR MANAGER

Schedule 1: Registered Designs

Jurisdiction	Status	Application Number	Registration Number
United Kingdom	Registered	2066035	2066035
Sweden	Registered	972433	63716
France	Registered	976603	976603
United Kingdom	Registered	2066036	2066036
Sweden	Registered	972432	63715
EU	Registered	22306-0001	22306-0001
EU	Registered	385836	385836
United States	Registered	29/238157	D538922
United States	Registered	29/287712	D571012
EU	Registered	000295852	000295852
United Kingdom	Registered	90000223060001	90000223060001
United Kingdom	Registered	90003858360001	90003858360001
United Kingdom	Registered	90002958520001	90002958520001