

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6863913

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BEN ALAN ASKEM	08/01/2017
YESWANTH GADDE	06/15/2017
WILLIAM KELBIE	11/28/2017
DANIEL STEWARD	08/01/2017
RECEIVING PARTY DATA	
Name:	T.J.SMITH AND NEPHEW,LIMITED
Street Address:	P.O. BOX 81
Internal Address:	101 HESSLE ROAD
City:	HULL
State/Country:	UNITED KINGDOM
Postal Code:	HU3 2BN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16491742
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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	SMNPH.415NP
NAME OF SUBMITTER:	JESSICA L. ACHTSAM
SIGNATURE:	/Jessica L. Achtsam/
DATE SIGNED:	08/13/2021
Total Attachments: 7	

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Application No.: US 62/468796
Filing Date: March 8, 2017

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ASSIGNMENT AGREEMENT

WHEREAS, we, the Inventors identified in the table below, are citizens of the countries listed below, reside in the cities and countries listed below, and receive mail at the address listed below:

Inventor	Citizenship	Residence City and Country	Mailing Address
Ben Alan Askem	GB	Monk Fryston, Leeds, United Kingdom	Smith & Nephew Research Centre, York Science Park, Heslington, Yorkshire, YO10 5DF, GB
Yeswanth Gadde	IN	Beverley, United Kingdom	Smith & Nephew Research Centre, York Science Park, Heslington, Yorkshire, YO10 5DF, GB
William Kelbie	GB	Inverness, United Kingdom	Smith & Nephew Research Centre, York Science Park, Heslington, Yorkshire, YO10 5DF, GB
Daniel Steward	GB	Hull, United Kingdom	Smith & Nephew Research Centre, York Science Park, Heslington, Yorkshire, YO10 5DF, GB

WHEREAS, we, the Inventors (collectively or individually referred to as "ASSIGNOR"), in collaboration with Damyn Musgrave and Felix C. Quintanar, have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Inventions") disclosed in the following patent applications:

Application No. (Attorney Docket No.)	Filing Date	Title	Inventors
U.S. Provisional Application No. 62/468796 (SMNPH.415PR)	March 8, 2017	NEGATIVE PRESSURE WOUND THERAPY DEVICE CONTROL IN PRESENCE OF FAULT CONDITION	Ben Alan Askem, Yeswanth Gadde, William Kelbie, Damyn Musgrave Felix C. Quintanar Daniel Steward
PCT Application No. PCT/EP2018/055698 (SMNPH.415WO / PT-5039-WO-PCT)	March 8, 2018	NEGATIVE PRESSURE WOUND THERAPY DEVICE CONTROL IN PRESENCE OF FAULT CONDITION	Ben Alan Askem; Yeswanth Gadde; William Kelbie; Damyn Musgrave; Felix Clarence Quintanar; Daniel Lee Steward

Application No.: US 62/468796
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Application No. (Attorney Docket No.)	Filing Date	Title	Inventors
U.S. Application No. 16/491,742 (SMNPH.415NP / PT-5039-US-PCT)	September 6, 2019	NEGATIVE PRESSURE WOUND THERAPY DEVICE CONTROL IN PRESENCE OF FAULT CONDITION	Ben Alan Askem; Yeswanth Gadde; William Kelbie; Damyn Musgrave; Felix Clarence Quintanar; Daniel Lee Steward

ASSIGNOR hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, **Customer No. 20,995** to insert in the foregoing table the application number, attorney docket number, filing date, title, and inventors, respectively, of any U.S. Patent Applications (including without limitation any subsequently filed provisional applications, nonprovisional applications, design applications, and any U.S. National Phase Patent Applications) and/or any PCT International Applications and/or any community design registrations that correspond to or claim priority to any of the applications listed in foregoing table and/or disclose one or more of the inventions, said U.S. Patent Applications and/or PCT International Applications, if any, being filed after the date this Assignment Agreement was prepared and/or after the date this Assignment Agreement was executed by ASSIGNOR. However, this Assignment Agreement shall not be unenforceable if any of the aforementioned U.S. Patent Applications and/or PCT International Applications are not hereinafter filed or if the application number or filing date of any such application is not inserted above. All of the foregoing applications, including any U.S. Patent Applications and/or PCT International Applications listed in the foregoing table, if any, are collectively referred to hereinafter as the "Applications."

WHEREAS, ASSIGNOR is, or at the relevant time was, an employee of T.J. Smith & Nephew Limited of PO Box 81,101 Hessle Road, Hull, HU3 2BN, a company with company number 00093994 (hereinafter the "ASSIGNEE");

WHEREAS, ASSIGNOR invented such inventions in the ordinary course of his or her employment with ASSIGNEE;

WHEREAS, ASSIGNEE desires to confirm that it has acquired the entire right, title, and interest of ASSIGNOR 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 hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer

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and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, 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 hereto, whether conceived and/or reduced to practice by each 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, design applications, design registrations, or registered designs which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents, design applications, design registrations, or registered designs;

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, lab notebooks and portions thereof, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;

D. All claims and 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, design applications, design registrations, or registered designs 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, Design Applications, Design Registrations, or Registered Designs for the Inventions to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment Agreement.

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AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, his or her officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under his or her direction and control, and shall inure to the benefit of ASSIGNEE, its successors, legal representatives and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any 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, the rights of ASSIGNEE, its successors, legal representatives and assigns, 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 each 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:

1st August 2017
Date


Ben Alan Askem


Witness Signature

01-AUG-2017
Date

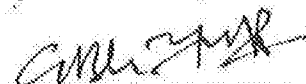
HANNAH BAILEY SIDERBOTTOM
Witness Name

Application No.: US 62/468796
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

15-06-2017
Date


Yeswanth Gadde


Witness Signature

15-06-2017
Date

DANIEL STEWARD
Witness Name

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

28 NOV 2017
Date

W. Kelbie
William Kelbie


Witness Signature

28 NOV 2017
Date

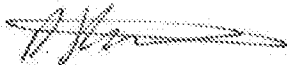
Rodrigo Rodriguez
Witness Name

Application No.: US 62/468796
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

01/08/17
Date


Daniel Steward

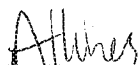

Witness Signature

01-AUG-2017
Date

BEN ASKEM
Witness Name

ACCEPTED:

T.J. Smith & Nephew Limited

By: 

Name Printed: ADAM HINES

Title: PATENT ATTORNEY

Date: 6 FEBRUARY 2018

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