

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KEVIN BENDELE	04/04/2019
LEE MICHAEL RUSH	03/28/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SMITH & NEPHEW, INC.
<b>Street Address:</b>	1450 BROOKS ROAD
<b>City:</b>	MEMPHIS
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	38116
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17043519
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
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<b>Phone:</b>	9497600404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE MARTENS OLSON & BEAR LLP
<b>Address Line 1:</b>	2040 MAIN STREET
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<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	SMNPH.521NP
<b>NAME OF SUBMITTER:</b>	JESSICA L. ACHTSAM
<b>SIGNATURE:</b>	/Jessica L. Achtsam/
<b>DATE SIGNED:</b>	01/18/2022
<b>Total Attachments: 5</b>	
source=Executed Assignment Bendele Rush to Inc - SMNPH.521NP#page1.tif	
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## ASSIGNMENT AGREEMENT

WHEREAS, We, **Kevin Bendele**, a U.S. citizen, residing and/or working in Houston, Texas and having in the past a mailing address at c/o Smith & Nephew, 970 Lake Carillon Dr. #110, St. Petersburg, Florida 33716; and **Lee Michael Rush**, a U.S. citizen, residing and/or working in St. Petersburg, Florida and having in the past a mailing address at c/o Smith & Nephew, 970 Lake Carillon Dr. #110, St. Petersburg, Florida 33716 (collectively or individually referred to hereinafter as "ASSIGNOR"), have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Inventions") disclosed in the following patent application(s), the disclosure(s) of which we have reviewed as identified by the attorney docket numbers identified below:

Application No. (Attorney Docket No.)	Filing Date	Title
U.S. Provisional Application No. 62/664,688  (PT-5205-US-PSP/ SMNPH.521PR)	April 30, 2018	SYSTEMS AND METHODS FOR CONTROLLING DUAL MODE NEGATIVE PRESSURE WOUND THERAPY APPARATUS
PCT Application No. PCT/IB2019/053508 (SMNPH.521WO / PT-5205-WO-PCT)	29 April 2019	SYSTEMS AND METHODS FOR CONTROLLING DUAL MODE NEGATIVE PRESSURE WOUND THERAPY APPARATUS
U.S. Application No. 17/043,519 (SMNPH.521NP / PT-5205-US-PCT)	29 September 2020	SYSTEMS AND METHODS FOR CONTROLLING DUAL MODE NEGATIVE PRESSURE WOUND THERAPY APPARATUS

ASSIGNOR hereby authorizes and requests the appointed attorneys or agents of ASSIGNEE (as defined below), including Knobbe, Martens, Olson & Bear, LLP, **Customer No. 20,995 and/or 153,041**, to insert in the foregoing table the application number, attorney docket number, filing date, title, and inventors, respectively, of any U.K. Patent Applications, U.S. Patent Applications (including without limitation any previously or 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 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.K. Patent Applications, U.S. Patent Applications and/or PCT International Applications and/or design registrations, 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.K. Patent Applications, U.S. Patent Applications and/or PCT International Applications and/or design registrations are not hereinafter filed or if the application number or filing date of any such application not inserted above. All of the

foregoing applications, including any U.K. Patent Applications, U.S. Patent Applications and/or PCT International Applications and/or design registrations 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 Smith & Nephew, Inc., a Delaware corporation having offices at 1450 Brooks Road, Memphis, Tennessee 38116, United States of America (hereinafter "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 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 thereto, 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 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.

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:

04 APR 2019  
Date

Kevin Bendele  
Kevin Bendele

Sally Perez  
Witness Signature

4-4-19  
Date

Sally Perez  
Witness Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lee Michael Rush

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

ACCEPTED:

**Smith & Nephew, Inc.**

By: Mark Gwy

Name Printed: MARK GWY

Title: PATENT ATTORNEY

Date: 26 APRIL 2019

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

Date

Kevin Bendele

Witness Signature

Date

Witness Name

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

Date

28 Mar 2019

Lee Michael Rush

Witness Signature

Date

28 Mar 2019

Witness Name

Katharine Rush

ACCEPTED:

Smith & Nephew, Inc.

By:

Mark Guy

Name Printed:

MARK GUY

Title:

PATENT ATTORNEY

Date:

26 APRIL 2019

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