

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERIC EDWARDS ADAMS	04/19/2019
AARON MICHAEL HUSZ	04/23/2019
WILLIAM JACOB WARD	04/19/2019
PLEXUS CORP.	04/23/2019
RECEIVING PARTY DATA	
Name:	SMITH & NEPHEW, INC.
Street Address:	1450 BROOKS ROAD
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38116
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17043519
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.521NP
NAME OF SUBMITTER:	JESSICA L. ACHTSAM
SIGNATURE:	/Jessica L. Achtsam/
DATE SIGNED:	01/18/2022
Total Attachments: 7	
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ASSIGNMENT

WHEREAS, Eric Edward Adams, a U.S. citizen, residing now or in the past at Pittsboro, North Carolina; Aaron Michael Husz, a U.S. citizen, residing now or in the past at Cary, North Carolina; and William Jacob Ward, a U.S. citizen, residing now or in the past at Apex, North Carolina (collectively or individually referred to hereinafter as "INVENTOR"), have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Inventions") disclosed in the following patent application(s):

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 (as defined below) hereby authorizes and requests the appointed attorneys or agents of ASSIGNEE (as defined below), including Knobbs, 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, each INVENTOR is, or at the relevant time was, an employee of Plexus Corp., having a principal place of business at One Plexus Way, Neenah, Wisconsin 54956 (hereinafter "Plexus"),

WHEREAS, each INVENTOR invented such Inventions in the ordinary course of his or her employment with Plexus;

WHEREAS, Plexus employed each INVENTOR at the time the Inventions were made, and at least by virtue of each INVENTOR's employment with Plexus, Plexus became the owner of all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of the INVENTORS (the INVENTORS and Plexus collectively referred to herein as "ASSIGNOR");

WHEREAS, Smith & Nephew, Inc., a Delaware corporation having offices at 1450 Brooks Road, Memphis, Tennessee 38116, United States of America (hereinafter "ASSIGNEE"), entered into an Agreement dated October 18, 2012 with Plexus whereby Plexus agreed that ASSIGNEE would own all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of Plexus;

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm that ASSIGNEE has acquired all of the rights, title, and interest of INVENTORS and Plexus in and to the improvements of or disclosed in the Inventions and the Applications and 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.

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

19 April 2019
Date

Eric Edward Adams
Eric Edward Adams

Paul D. Miner
Witness Signature


19 April 2019
Date

Paul D. Miner
Witness Name

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

23-APR-2019
Date


Aaron Michael Husz


Witness Signature

23-APR-2019
Date

Paul D. M...
Witness Name

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

19 Apr 2019
Date

William Jacob Ward
William Jacob Ward

Paul D. Minor
Witness Signature

19 Apr 2019
Date

Paul D. Minor
Witness Name

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

Plexus Corp.

By: 

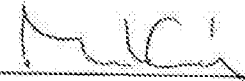
Name Printed: Megan Schleicher

Title: Assistant General Counsel

Date: April 23, 2019

ACCEPTED AND CONFIRMED BY:

Smith & Nephew, Inc.

By: 

Name Printed: Mark Guy

Title: PATENT ATTORNEY

Date: 26 APRIL 2019

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