

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT7240856

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EDWARD YERBURY HARTWELL	07/04/2017
RECEIVING PARTY DATA	
Name:	T.J.SMITH AND NEPHEW,LIMITED
Street Address:	PO 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:	16622244
CORRESPONDENCE DATA	
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Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP
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ATTORNEY DOCKET NUMBER:	SMNPH.416NP
NAME OF SUBMITTER:	ALBERT J. SUEIRAS
SIGNATURE:	/Albert J. Sueiras/
DATE SIGNED:	03/23/2022
Total Attachments: 5	
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ASSIGNMENT AGREEMENT

WHEREAS, I, Edward Yerbury Hartwell, a British citizen, residing at Hull, United Kingdom and having a mailing address of Smith & Nephew, PO Box 81, 101 Hessle Road, Hull, HU3 2BN, United Kingdom (referred to hereinafter as "ASSIGNOR"), 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. 62/518,718 (SMNPH.416PR)	13 June 2017	COLLAPSIBLE STRUCTURE AND METHOD OF USE	Hartwell, Edward Yerbury
U.S. Provisional Application No. 62/518,752 (SMNPH.417PR)	13 June 2017	WOUND CLOSURE DEVICE AND METHOD OF USE	Hartwell, Edward Yerbury
PCT Application No. PCT/EP2018/065398 (SMNPH.416WO / PT-5072-WO-PCT)	11 June 2018	COLLAPSIBLE STRUCTURE AND METHOD OF USE	Hartwell, Edward Yerbury
U.S. Application No. 16/622,244 (SMNPH.416NP / PT-5072-US-PCT)	12 December 2019	COLLAPSIBLE STRUCTURE AND METHOD OF USE	Hartwell, Edward Yerbury

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 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 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 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.

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.

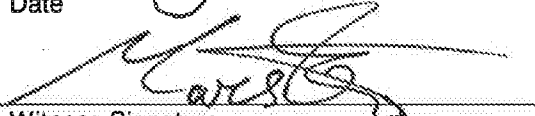
Application No.: 62/518,718 // 62/518,752
Filing Date: June 13, 2017

PATENT
Client Code: SMNPH.416PR//SMNPH.417PR
Page 4 of 5

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

4th July 2017
Date


Edward Yerbury Hartwell


Witness Signature

4/Jul/2017
Date


MARCUS PHILLIPS
Witness Name

Application No.: 62/518,718 // 62/518,752
Filing Date: June 13, 2017

PATENT
Client Code: SMNPH.416PR//SMNPH.417PR
Page 5 of 5

ACCEPTED:

TJ Smith & Nephew Limited:

By: 

Name Printed: WILLIAM A. P. KELLY

Title: PATENT ATTORNEY

Date: 6 August 2017

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