

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WIM FLEISCHMANN	07/22/2022
RECEIVING PARTY DATA	
Name:	T.J.SMITH AND NEPHEW,LIMITED
Street Address:	10 HESSLE ROAD
City:	HULL
State/Country:	GREAT BRITAIN
Postal Code:	HU3 2BN
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8376972
Patent Number:	9012714
CORRESPONDENCE DATA	
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<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:	9787491023
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Correspondent Name:	MAUREEN CAPOZZI
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ATTORNEY DOCKET NUMBER:	PT-5935-US-CNT
NAME OF SUBMITTER:	MAUREEN CAPOZZI
SIGNATURE:	/Maureen Capozzi/
DATE SIGNED:	08/23/2022
Total Attachments: 7	
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PATENT ASSIGNMENT

This Patent Assignment Agreement (“Agreement”), effective as of 22 July, 2022 (the “Effective Date”), is entered into between T.J. Smith and Nephew, Limited (of 101 Hessle Road, Hull, HU3 2BN (“Buyer”), and Dr. Wim Fleischmann, an individual having a residence at [REDACTED] Freiburg, Germany (“Fleischmann”). Buyer, and Fleischmann may each be individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Fleischmann (“Seller”) desires to sell, assign, and transfer to Buyer, and Buyer desires to purchase from Seller, Seller’s entire right, title, and interest in and to the Purchased Patents (as defined herein);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the following meanings:

1.1. “Affiliate” means any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party to this Agreement. For purposes of this definition, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting stock or partnership interest, by contract, or otherwise. In the case of a corporation, the direct or indirect ownership of more than fifty percent (50%) of the corporation’s outstanding voting shares shall be deemed to confer control, but the direct or indirect ownership of a lesser percentage shall not necessarily preclude the existence of control.

1.2. “Payment” means [REDACTED] Euro [REDACTED].

1.3. “Purchased Patents” mean (a) United States Patent Number 8,376,972, entitled “Wound Treatment Device” (“the ‘972 Patent”); (b) any U.S. or foreign patents or patent applications that claim or derive any right of priority from, or claim common priority with the ‘972 Patent, or any parent or priority applications of the ‘972 Patent, including any continuations, divisionals, and continuations-in-part; (c) foreign counterparts of the ‘972 Patent; and (e) all reissues, reexaminations, renewals, extensions, and substitutes of any of the foregoing patents or patent applications.

1.4. “Third Party” means any person or entity that is not Buyer or Fleischmann, or an Affiliate of Buyer or Fleischmann.

ARTICLE 2: TRANSFER OF PATENT RIGHTS

2.1 Sale, Assignment, and Transfer. Seller, conditioned upon receipt of the Payment by Buyer, hereby sells, assigns, and transfers to Buyer, its successors, assigns, and legal representatives, Seller's entire right, title, and interest in and to the Purchased Patents, together with the inventions described therein, as fully and entirely as the same would have been held and enjoyed by Seller had the sale not occurred, including all rights to sue for past infringement and to recover damages for the same that occurred prior to the Effective Date.

2.2 Payment. In consideration of the sale, assignment, and transfer to Buyer of Seller's entire right, title, and interest in and to the Purchased Patents, Buyer shall pay the Payment to Seller as payment in full under this Agreement within thirty (30) days of the last date of signature on this Agreement.

2.3 Buyer shall make payment to Seller hereunder [REDACTED]
Dr. W. Fleischmann [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 3: PATENTS

3.1 Filing, Prosecution, and Maintenance. As of the Effective Date, Buyer shall have the sole and exclusive right (but not the obligation) to prepare, file, prosecute, and maintain all Purchased Patents throughout the world and shall be responsible for activities relating to conducting any interferences, reissues, oppositions, appeals, and requests for patent term extension. As of the Effective Date, all costs related to the aforementioned activities shall be borne by Buyer.

3.2 Assurances. Seller shall (i) sign or have signed any and all documents necessary in connection with Buyer's filing, prosecution, maintenance, extension, and/or enforcement of the Purchased Patents, and (ii) take such other actions as Buyer may reasonably request from Seller in connection with the Purchased Patents. Seller will (i) provide Buyer reasonable cooperation, and (ii) make available to Buyer, at reasonable times and under appropriate conditions, access to relevant records, papers, and the like in its possession necessary for Buyer to file or prosecute such patent application, maintain such patent, or enforce such patent. Reasonable cooperation

includes assistance with matters such as the preparation of invention disclosure statements, declarations under 37 C.F.R. §§ 1.131 and 1.132, and relevant historical facts related to invention development, including, without limitation, access to inventors' notebooks and development notes.

3.2.2 Seller shall deliver to Buyer duly executed assignments of all Purchased Patents, in the form of Exhibit A. Seller shall also deliver all documentation and files relating to the Purchased Patents and applications therefore, and all copies and tangible embodiments of all know-how relating to the Purchased Patents (in whatever form that it exists).

ARTICLE 4: REPRESENTATIONS AND WARRANTIES

4.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

4.1.1 It is duly organized, validly existing, and in good standing under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

4.1.2 It has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver, and perform this Agreement and to perform its obligations hereunder;

4.1.3 The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the Party; and

4.1.4 When executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

4.1.5 The execution, delivery and performance of this Agreement by it does not (i) violate, conflict with, or result in any breach of any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound; and (ii) violate any applicable Law or Governmental Order.

4.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

4.2.1 Seller is the sole owner of the Purchased Patents, and the Purchased Patents are not subject to any liens, encumbrances, or other interests in favor of any Third Party. No consents of any other parties are necessary or appropriate under any agreements concerning any of the Purchased Patents in order for the sale, assignment, and transfer of any of the Purchased Patents to be legally effective.

4.2.2 No licenses, options, or other interests in favor of any Third Party exist with respect to the Purchased Patents.

4.2.3 As of the Effective Date, there is no claim, proceeding, or litigation pending or threatened against Seller or any Affiliate of Seller challenging the validity, enforceability, or priority

(whether by or through a declaratory judgment action, interference, reexamination, opposition, or other action or proceeding) of any of the Purchased Patents (in whole or in part).

4.3 Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ARTICLE 5: Term and Termination

5.1 Term. This Agreement shall commence on the Effective Date and shall remain in full force and in effect until the expiration of the last valid claim within the Purchased Patents or as of the effective date of termination if terminated earlier as provided herein. All rights to sue for past infringement and to recover damages for the same shall survive termination.

ARTICLE 6: General Provisions

6.1 Governing Law. This Agreement and any dispute or claim arising out of or in connection with its or its subject matter or formation (including any non-contractual disputes, claims or obligations) shall be governed by and interpreted in accordance with the laws of England. Any dispute arising out of or in connection with this Agreement or other agreements and arrangements connected to or being the result of this Agreement, shall be submitted initially to the chief executives of each Party (or their respective nominees) to be settled and if possible to be resolved by them within 45 business days of the matter being referred to them. If the Parties cannot resolve the dispute within such period, the dispute shall be referred to and finally resolved by the English courts, who shall have exclusive jurisdiction. In any litigation, arbitration or other proceedings arising out of or related to this Agreement, the prevailing Party shall be entitled to receive its reasonable attorney's fees and reasonable costs and expenses. Nothing in this Section shall prevent either Party from seeking an interim injunction in respect of a breach of this Agreement.

6.2 Modifications. This Agreement may be amended, modified or supplemented only by a written instrument executed by the Parties hereto.

6.3 Severability. If any term or provision of this Agreement for any reason shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal, or unenforceable, had never been contained herein.

6.4 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic

transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.5 Waiver. No waiver of any provision of this Agreement, or consent to any departure from the terms hereof, shall be effective unless the same shall be in writing and signed by the Party waiving or consenting thereto. No failure on the part of any Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right or remedy. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach. All rights and remedies hereunder are cumulative and are in addition to and not exclusive of any other rights and remedies provided by law.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed and delivered this Patent Purchase Agreement on the dates set forth below to be effective as of the Effective Date.

BY:  _____ DATED: 28.07.22

BY:  _____ DATED 22.07.22
Dr. Wim Fleischmann

Exhibit A

EXHIBIT A

ASSIGNMENT

Whereas, Dr. Wim Fleischmann, [REDACTED] Freiburg, Germany (“Assignor”), wishes to assign and transfer, to T.J.Smith and Nephew, Limited (of 101 Hessle Road, Hull, HU3 2BN (“Assignee”), the entire right, title and interest in:

United States Patent Number 8,376,972, filed August 15, 2007, and entitled “Wound Treatment Device;

Now, therefore, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby, without reservation:

Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said Letters Patents of the United States of America and applications for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patents;

Authorize Assignee to file patent applications in any or all countries on any or all of said inventions of further developments thereon and discoveries in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patents and/or all applications for Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

Exhibit A

In testimony of which the undersigned, acting for the Assignor, executed this Assignment as an instrument under seal on the date indicated below.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patent to be executed.

ASSIGNOR

BY:  DATED 22.07.22
Dr. Wim Fleischmann