

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smiths Medical International Limited		11/04/2016	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	Smiths Group PLC		
Street Address:	4th floor 11-12 St James's Square		
City:	London SW1Y 4LB		
State/Country:	ENGLAND		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2953624	SURE VIEW	
Registration Number:	3308637	SURE-PRO	
Registration Number:	3281828	SURE-PRO ULTRA	
Registration Number:	2396751	WALLACE	
Registration Number:	4288978	WALLACE	
CORRESPONDENCE DATA			
Fax Number:	7032994092		
<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:	7032994090		
Email:	louiswoo@verizon.net		
Correspondent Name:	Louis woo, Law Office of Louis Woo		
Address Line 1:	717 North Fayette Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Louis Woo		
SIGNATURE:	/louis woo/		
DATE SIGNED:	11/29/2016		
Total Attachments: 16			
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DATED

4th November 2016

SMITHS MEDICAL INTERNATIONAL LIMITED

AND

SMITHS GROUP PLC

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS



GREENBERG TRAUIG, LLP
THE SHARD, LEVEL 8
32 LONDON BRIDGE STREET
LONDON SE1 9SG

TRADEMARK
REEL: 005928 FRAME: 0852

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THIS DEED OF ASSIGNMENT is dated *4th November 2016* and made between:

- (1) **SMITHS MEDICAL INTERNATIONAL LIMITED**, incorporated and registered in England and Wales (company number 00362847) whose registered office is at 1500 Eureka Park, Lower Pemberton, Ashford, Kent TN25 4BF (the "**Assignor**"); and
- (2) **SMITHS GROUP PLC**, incorporated and registered in England and Wales (company number 00137013) whose registered office is at 4th Floor 11-12 St James's Square, London SW1Y 4LB (the "**Assignee**").

INTRODUCTION

- (A) The Assignor owns the Intellectual Property Rights in the Assigned Rights.
- (B) The Assignor has agreed to assign to the Assignee the Intellectual Property Rights in the Assigned Rights on the terms set out in this Deed.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

"**Assigned Rights**" mean the Patents and Trade Marks set out in schedule 1;

"**Business Day**" means a day (not being a Saturday or Sunday) when banks generally are open in the City of London and Minneapolis for the transaction of general banking business;

"**Intellectual Property Rights**" means patents, trademarks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, rights in get-up, rights to goodwill or to sue for passing-off (or for unfair competition), copyrights and related rights, database rights, rights in software, trade secrets, know-how, utility models, moral rights, topography rights, rights in designs and inventions and rights of the same or similar effect or nature which now, or in the future, may subsist, anywhere in the world;

"**Notice**" means a notice, demand, request, statement, instrument, certificate or other communication given, delivered or made by either party to the other under, or in connection with, this Deed;

"**Patents**" mean the patents and the applications short particulars of which are set out in part 1 of schedule 1, together with: (a) any substitutions, extensions, reissues, reexaminations, renewals, divisionals, continuations, continuations-in-part and foreign counterparts of any of the foregoing; and (b) any and all of the inventions included in the foregoing, and including all rights to claim priority;

"**Proceedings**" means any proceedings, suit or action arising out of or in connection with this Deed;

"**Third Parties Act**" shall have the meaning set out in the Main Agreement; and

"**Trade Marks**" mean the registered trademarks and the applications short particulars of which are set out in part 2 of schedule 1.

- 1.2 In this Deed the contents page and headings are included for convenience only and do not affect the interpretation or construction of this Deed.
- 1.3 In this Deed any reference to:
- 1.3.1 a company is to any company, corporation or other body corporate wherever and however incorporated or established;
 - 1.3.2 a document is to that document as supplemented, otherwise amended, replaced or novated from time to time;
 - 1.3.3 any English statutory provision or English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or other legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English statutory provision or English legal term;
 - 1.3.4 the masculine, feminine or neuter gender includes the other genders and any reference to the singular includes the plural (and vice versa);
 - 1.3.5 including means "including without limitation", in particular means "in particular but without limitation" and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
 - 1.3.6 liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, Deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, Deed or other instrument;
 - 1.3.7 regulation includes any regulation, rule, directive, request or guideline having the force of law of any government, government department or governmental, quasi-governmental, supranational, federal or statutory body, or regulatory, or other authority;
 - 1.3.8 a document in the "agreed form" is a reference to a document in a form approved by each party;
 - 1.3.9 a person includes any individual, firm, company, government, state or agency of state or any joint venture, association, trust or partnership, (whether or not having a separate legal personality);
 - 1.3.10 a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation in force under any of the same from time to time except to the extent that any consolidation, re-enactment, modification or replacement enacted after the date of this Deed would extend or increase the liability of either party to the other under this Deed;
 - 1.3.11 a time of the day is to London time and references to a day are to a period of 24 hours running from midnight to midnight; and
 - 1.3.12 writing shall include any modes of reproducing words in a legible and non-transitory form provided that emails shall be deemed to be in writing for these purposes.

1.4 In this Deed any reference to a party or the parties is to a party or the parties (as the case may be) to this Deed and shall include any successors and permitted assignees of a party.

2. ASSIGNMENT

2.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee and free of any Encumbrance (but subject to any Permitted Encumbrance) all its rights (including Intellectual Property Rights), title and interest in and to the Assigned Rights, all of the foregoing to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made, such Assigned Rights including:

2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;

2.1.2 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used;

2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any past, present and future damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Deed; and

2.1.4 all of the income, royalties and payments now or hereafter due or payable with respect to the Assigned Rights.

2.2 Without limiting the foregoing, the Assignor hereby authorizes the U.S. Patent and Trademark Office, and any foreign counterpart(s) or agencies, to issue any patents and/or trade mark registrations resulting from the Assigned Rights to Assignee.

3. FURTHER UNDERTAKINGS

The Assignor shall, from time to time, and at the Assignee's cost, sign, execute and deliver all such Deeds, documents and things (or procure the signing, execution or delivery thereof) as the Assignee may from time to time reasonably require, to vest in the Assignee the full benefit of the Assigned Rights.

4. AMENDMENTS, WAIVERS AND RIGHTS

4.1 No amendment or variation of the terms of this Deed shall be effective unless it is made or confirmed in a written document signed by, or on behalf of, each party.

4.2 No delay in exercising, or non-exercise, by either party, power or remedy provided by law or under this Deed impairs, or constitutes a waiver or release of, that right, power of remedy.

4.3 Any waiver or release must be specifically granted in writing signed by the party granting it and shall:

4.3.1 be confined to the specific circumstances in which it is given;

4.3.2 not affect any other enforcement of the same or any other right; and

4.3.3 unless it is expressed to be irrevocable at any time in writing.

4.4 No single or partial exercise of any right, power or remedy provided by law or under this Deed prevents any other or further exercise of it or the exercise of any other right, power or remedy.

4.5 The rights, powers and remedies of each party under this Deed are cumulative and not exclusive of any rights, powers and remedies provided by general law.

5. **LIABILITY**

The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights after the date of this Deed, whether arising from negligence or otherwise.

6. **ENTIRE AGREEMENT**

This Deed constitutes the entire agreement between the parties and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7. **INVALIDITY**

7.1 If at any time all or any part of any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair:

7.1.1 the legality, validity or enforceability in that jurisdiction of the remainder of that provision or all other provisions of this Deed; or

7.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of this Deed.

8. **COUNTERPARTS**

8.1 This Deed may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart.

8.2 Each counterpart constitutes an original of this Deed, but all the counterparts together constitute but one and the same instrument.

9. **THIRD PARTY RIGHTS**

The parties do not intend that any term of this Deed should be enforceable by virtue of the Third Parties Act by any person who is not a party to this Deed. Nothing in this clause 9 affects any right or remedy of a third party which exists or is available apart from that Act.

10. **NOTICES**

10.1 A Notice shall be:

10.1.1 in writing;

10.1.2 in the English language, and

10.1.3 delivered personally or sent by commercial courier or by email (and, if sent by email, a hard copy shall also be sent by post or commercial courier as soon as reasonably practicable thereafter but this shall not affect the validity of the email as notice for the purposes of this clause 10) to the party due to receive the Notice

marked for the attention of the person set out in clause 10.3 and to the address set out therein or to such other address, person or email address as may be notified from time to time in accordance with this clause by the relevant party to the other party, by not less than 10 Business Days' written notice.

10.2 Unless there is evidence that it was received earlier, a Notice is deemed given:

10.2.1 if delivered personally, at the time of delivery;

10.2.2 if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt; and

10.2.3 if sent by email, at the time of sending provided that no notification informing the sender that the message has not been delivered has been received by the sender,

provided that if any Notice would otherwise become effective on a non-Business Day or after 17:00 hours on a Business Day, it shall instead become effective at 09:00 hours on the next Business Day.

10.3 The details for the purposes of clause 10.1 are:

Party: Assignor

Address: 1500 Eureka Park, Lower Pemberton, Ashford, Kent TN25 4BF

Email address: Joanne.Ede@smiths.com

For the Attention of: The Directors

Party: Assignee

Address: 4th Floor 11-12 St James's Square, London SW1Y 4LB

Email address: Melanie.Rowlands@smiths.com

For the Attention of: Melanie Rowlands (Company Secretary)

11. GOVERNING LAW AND JURISDICTION

11.1 This Deed, and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

11.3 A judgment against either party in Proceedings brought in any jurisdiction in accordance with this clause 11 shall be conclusive and binding upon the relevant party and may be enforced in any jurisdiction.

11.4 Each party irrevocably submits and agrees to submit to the jurisdiction of the courts of England and Wales and of any other court in which Proceedings may be brought in accordance with this clause 11.

EXECUTION

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 - ASSIGNED RIGHTS

PART 1 – Patents and applications

Country or region	Application or publication number	Date of filing/regn	Description
PCT	WO2012028840	19/08/2011	Medico-Surgical Apparatus
PCT	WO2015079194	28/10/2014	Syringe Assemblies
US	15/037730	28/10/2014	Syringe Assemblies
EP	3074062	28/10/2014	Syringe Assemblies
JP	2016 - 534949	28/10/2014	Syringe Assemblies
UK	1520043.9	13/11/2015	Mould & Bond Oocyte Needle Hub
UK	1602689.0	13/02/2016	Embryo Migration Prevention
UK	1603455.5	26/02/2016	Helical Tube Support
UK	1614617.7	26/08/2016	Oocyte Needle

PART 2 - Registered trade marks and applications

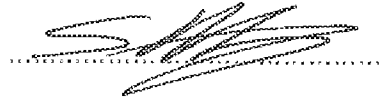
Country/region	Mark	Application or registration number	Filing or regn date	Classes
UK	AMNIESE	2137905	03/07/1997	10
EU	AMNIESE	643361	03/03/1999	10
USA	SURE VIEW	2953624	17/05/2005	10
CANADA	SURE VIEW	621534	04/10/2004	10
NEW ZEALAND	SURE VIEW	702014	24/09/2003	10
JAPAN	SURE VIEW	4751658	27/02/2004	10
AUSTRALIA	SURE VIEW	971823	24/09/2003	10
EU	SURE VIEW	3365863	02/05/2005	10
SWITZERLAND	SURE VIEW	643501	25/10/2012	10

UKRAINE	SURE VIEW	M201513866	20/08/2015	10
CHINA	SUREVIEW	5951327	07/11/2009	10
INDIA	SUREVIEW	2398500	18/09/2012	10
TURKEY	SUREVIEW	2012/84946	05/08/2014	10
ISRAEL	SUREVIEW	249925	02/04/2014	10
SINGAPORE	SUREVIEW	T1215016C	10/10/2012	10
JAPAN	SURE-PRO	4923318	20/01/2006	10
CANADA	SURE-PRO	TMA692252	18/07/2007	10
USA	SURE-PRO	3308637	09/10/2007	10
EU	SURE-PRO	4476792	27/05/2005	10
NEW ZEALAND	SURE-PRO	730403	30/05/2005	10
SWITZERLAND	SURE-PRO	537654	12/09/2005	10
CHINA	SURE-PRO	4767683	28/05/2008	10
ISRAEL	SURE-PRO	273332	25/03/2015	10
BRAZIL	SURE-PRO	909184887	30/03/2015	10
SAUDI ARABIA	SURE-PRO	1436016467	20/05/2015	10
UKRAINE	SURE-PRO	M201513860	20/08/2015	10
USA	SURE-PRO ULTRA	3281828	21/08/2007	10
EU	SURE-PRO ULTRA	012068086	07/01/2014	10
JAPAN	SURE-PRO ULTRA	5637376	13/12/2013	10
CHINA	SURE-PRO ULTRA	13091097	21/05/2015	10
ISRAEL	SURE-PRO ULTRA	273331	25/03/2015	10
BRAZIL	SURE-PRO ULTRA	909184895	30/03/2015	10
SAUDI ARABIA	SURE-PRO ULTRA	1436016468	20/05/2015	10
UKRAINE	SURE-PRO ULTRA	M201513864	20/08/2015	10
GERMANY	WALLACE	1100020	23/05/1986	10
UK	WALLACE	1514083	07/10/1994	10

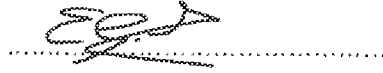
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CHINA	WALLACE	970969	28/03/1997	10
AUSTRIA	WALLACE	168420	20/02/1997	10
DENMARK	WALLACE	00936	30/03/1999	10
BENELUX	WALLACE	601986	18/11/1996	10
GREECE	WALLACE	131344	17/11/1998	10
JAPAN	WALLACE	4225431	25/12/1998	10
USA	WALLACE	2396751	24/10/2000	10
AUSTRALIA	WALLACE	1164852	07/03/2007	10
NEW ZEALAND	WALLACE	764667	07/03/2007	10
CANADA	WALLACE	760876	04/03/2010	10
UAE	WALLACE	95285	09/06/2009	10
IRAN	WALLACE	150839	12/01/2008	10
KAZAKHSTAN	WALLACE	41486	18/09/2013	10 and 35
TURKEY	WALLACE	200923608	10/05/2010	10
EU	WALLACE	8333403	23/12/2009	10, 40, 41
TAIWAN	WALLACE	01483398	01/11/2011	10, 9
HONG KONG	WALLACE	302081826	10/11/2011	10
ISRAEL	WALLACE	258165	02/07/2015	10
THAILAND	WALLACE	KOR395353	24/09/2013	10
INDONESIA	WALLACE	D00-2014-019424	29/04/2014	10
RUSSIA	WALLACE	2015707361	18/03/2015	10
SOUTH KOREA	WALLACE	40-2015-0021018	23/03/2015	10
SAUDI ARABIA	WALLACE	1436016466	20/05/2015	10
INDIA	WALLACE	2972725	26/05/2015	10

UKRAINE	WALLACE	M201513856	20/08/2015	10
USA	WALLACE BRAND	4288978	12/02/2013	10
EU	WALLACE BRAND (black)	13334354	27/02/2015	10, 40, 41
EU	WALLACE BRAND (colour)	5342852	16/01/2008	10, 40, 41
UK	WALLACE NEEDLE DEVICE	987745	21/02/1972	10
GERMANY	WALLACE NEEDLE DEVICE	1127893	21/09/1988	10

EXECUTED as a deed by **SUZANNE HARDY,**)
Director , duly authorised for and on behalf of)
SMITHS MEDICAL INTERNATIONAL LIMITED,)
in the presence of:



Signature of Witness:



Name of Witness:

EMILIE GILES

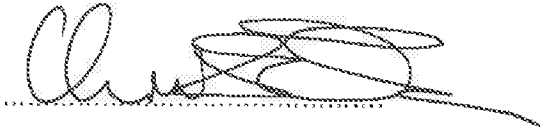
Address of Witness:

4th Floor, 11-12 St James's Square
London, SW1Y 4LB

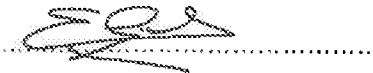
Occupation of Witness:

SOLICITOR

EXECUTED as a deed by **CHRISTOPHER**)
O'SHEA, Director , duly authorised for and on)
behalf of **SMITHS GROUP PLC,** in the presence)
of:



Signature of Witness:



Name of Witness:

EMILIE GILES

Address of Witness:

4th Floor, 11-12 St James's Square
London, SW1Y 4LB

Occupation of Witness:

SOLICITOR