

07-20-1998



100768247

HEET
ILY
RECEIVED
Packet No.
0625-44.29
the attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Exu-Dry Wound Care Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State **New York**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **June 4, 1998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,700,137 2,016,392
 1,742,689 2,016,393
 1,742,690

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Chief Patent Counsel**
 Internal Address: **Smith & Nephew, Inc.**

Street Address: **1450 Brooks Road**

City: **Memphis** State: **TN** ZIP: **38116**

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ **\$140.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

19-2563

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copies is a true copy of the original document.

GEORGE K. STACEY

Name of Person Signing

George K. Stacey
Signature

7/2/98

Date

Total number of pages including cover sheet, attachments, and document

TRADEMARK
REG. U.S. PAT. & TM. OFF.
0880

1700137
 199563
 00000184
 JWR/ELMS
 07/20/1998
 40.00 CH
 100.00 CH
 01 FC:481
 02 FC:482

MRU 7-6-98

SCHEDULE A

**EXU-DRY WOUND CARE PRODUCTS, INC.
SCHEDULE OF PATENTS AND TRADEMARKS**

PAT/TM #	OWNER	OWN %	DATE ISSUE	DATE EXPIRE	DATE(S) NEXT ACTION	DOCKETED
---	EXU-DRY WOUND CARE PRODUCTS, INC.	---	---	(UNREGISTERED)	---	
1,742,689	EXU-DRY WOUND CARE PRODUCTS, INC.	100.00%	12/29/92	12/29/02	12/29/97 - 12/29/98 6 YR AFFADAVIT OF USE	GREENSPAN
1,742,690	EXU-DRY WOUND CARE PRODUCTS, INC.	100.00%	12/29/92	12/29/02	12/29/97 - 12/29/98 6 YR AFFADAVIT OF USE	GREENSPAN
1,700,137	EXU-DRY WOUND CARE PRODUCTS, INC.	100.00%	07/14/92	07/14/02	07/14/97 - 07/17/98 6 YR AFFADAVIT OF USE	Helm's
2,016,393	EXU-DRY WOUND CARE PRODUCTS, INC.	100.00%	11/12/96	11/12/06	11/12/01 - 11/12/02 6 YR AFFADAVIT OF USE	GREENSPAN
2,016,392	EXU-DRY WOUND CARE PRODUCTS, INC.	100.00%	11/12/96	11/12/06	11/12/01 - 11/12/02 6 YR AFFADAVIT OF USE	GREENSPAN

TRADEMARKS:

ANTI-SHEAR LAYER

PERFORMANT 2

PRONET

COMFORT & HEALING PACK

BREAST VEST

CHEST VEST

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered into this 4th day of June, 1998, by and between Exu-Dry Wound Care Products, Inc., a New York corporation ("Assignor") having a principal place of business at 3830 Boston Road, Bronx, New York 10475 and Smith & Nephew, Inc., a Delaware corporation ("Assignee") having a principal place of business at 1450 Brooks Road, Memphis, TN 38116.

WHEREAS, Assignor, et al, and Assignee are parties to a certain Asset Purchase Agreement dated as of June 4, 1998 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and conveyed to Assignee;


WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the trademarks, trademark registrations and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as beneficial owner, does hereby assign, sell and transfer to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the registrations and applications for registration thereof, and all the benefit of the Marks. Assignor does further consent to the recordation of this assignment by Assignee with the Commissioner of Patents and Trademarks.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date first written above.

ASSIGNOR
EXU-DRY WOUND CARE PRODUCTS, INC.

By: 
Name: Colin O'D. Offenhardt
Title: President

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TRADEMARK
REEL: 1754 FRAME: 0882

State of New York)
County of New York)

On this 9th day of June, 1998, before me personally came Colin O'D. Offenhartz, to me known, who, being by me first duly sworn, did depose and say that he is the President of Exu-Dry Wound Care Products, Inc., the corporation described in and which executed the foregoing instrument by order of the Board of Directors of such corporation.



Notary Public

My commission expires:

April 28, 2000

MARTIN D. SKLAR
NOTARY PUBLIC, STATE OF NEW YORK
NO. 60-4859795
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES APRIL 28, 1998
2000

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