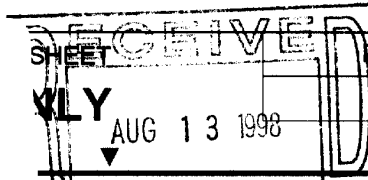
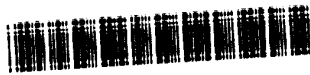


08-27-1998



Docket No.:
0625-44.29

Tab settings

To the Honorable Commissioner of

100804676

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Frastec Wound Care Products, Inc.

MRD
8-13-98

2. Name and address of receiving party(ies):

Name: **Smith & Nephew, Inc.**

Internal Address: _____

Street Address: **1450 Brooks Road**

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

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

- Association
- Limited Partnership

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Delaware**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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)

1,357,585
1,400,073

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: **Legal Department**

Smith & Nephew, Inc.

Street Address: **1450 Brooks Road**

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

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

2

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2563

08/24/1998 TTUN11 00000183 192563 1357585

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 25.00 CH

9. Statement and signature.

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

George K. Stacey (Reg. No. 35,688)

Name of Person Signing

George K. Stacey
Signature

August 7, 1998

Date

TRADEMARK

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered into this 7th day of June, 1998, by and between Frastec 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 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, 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 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 or Patents and Trademarks.

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

ASSIGNOR
FRASTEC WOUND CARE PRODUCTS, INC.

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

G:\exudry\trdasf26

TRADEMARK
REEL: 1773 FRAME: 0985

State of New York)
County of New York)

On this 4th day of June, 1998, before me personally came Colin O'D. Offenhardt, to me known, who, being by me first duly sworn, did depose and say that he is the President of Frastec 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, ~~199~~₂₀₀₀

SCHEDULE A

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

Trademark #	INTL CL	OWNER	OWN %	DATE ISSUE or REGISTERED	DATE EXPIRE	DATE(S) NEXT ACTION
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EXU-DRY - ARGENTINA	# 1,362,890	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	10/11/1989	10/11/1999	
EXU-DRY - AUSTRALIA	# A515,928	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	11/26/1982	07/31/2006	
EXU-DRY - BENELUX	# 464,892	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	07/07/1989	07/07/1999	
EXU-DRY - BRAZIL	applic #815,141,700		FRASTEC WOUND CARE PRODUCTS, INC.				
EXU-DRY - CANADA	# 328,116	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	04/10/1987	04/10/2002	ACCEPTED - ABANDONED RENEW
EXU-DRY - CHILE	# 350,450	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	01/02/1990	01/02/2000	
EXU-DRY - DENMARK	# 3,876/1990	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	06/15/1990	06/15/2000	
EXU-DRY - FINLAND	# 421,994	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	09/21/1992	09/21/2002	
EXU-DRY - FRANCE	# 1,539,421	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	07/03/1989	07/03/1999	
EXU-DRY - GREECE	# 95,867	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	07/17/1992	10/04/1999	
EXU-DRY - IRELAND	# 135,335	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	07/31/1989	07/30/1996	TOOK NO ACTION
EXU-DRY - ITALY	# 570,428	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	05/12/1992	07/10/1999	TOOK NO ACTION
EXU-DRY - JAPAN	# 2,423,084	1	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	06/03/1992	06/03/2002	TOOK NO ACTION
EXU-DRY - MEXICO	# 375,159	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	04/06/1990	07/07/1994	TOOK NO ACTION
EXU-DRY - NEW ZEALAND	# B195098	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	07/31/1989	07/31/2010	TOOK NO ACTION
EXU-DRY - NORWAY	# 143,492	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	11/29/1990	11/29/2000	
EXU-DRY - PERU	# 82,821	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	01/12/1990	01/12/1995	
EXU-DRY - PHILIPPINES	# 48,959	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	08/17/1990	08/17/2010	
EXU-DRY - PORTUGAL	applic # 257,565		FRASTEC WOUND CARE PRODUCTS, INC.				
EXU-DRY - SOUTH KOREA	# 201,176	SK 11	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	09/20/1990	09/20/2000	CERT OF USE DUE 8/17/95 - LAPSSED DUE TO NON-PAYMENT
EXU-DRY - SPAIN	applic #1,511,385	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	05/15/1992	05/15/2002	DENIED - DECLINED TO APPEAL
EXU-DRY - SWEDEN	# 234,397	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	02/16/1990	02/16/2000	RENEWAL DUE 8/18/99
EXU-DRY - TAIWAN	# 475,207	1	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	07/05/1989	07/05/1996	TOOK NO ACTION
EXU-DRY - UNITED KINGDOM	# 1,991,160	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%			ACCEPTED 2/16/94 - ABANDONED 3/25/94
EXU-DRY - VENEZUELA	applic #11,015-89		FRASTEC WOUND CARE PRODUCTS, INC.				USE BY 11/9/1997 NOT USED
EXU-DRY - GERMANY	# 1,198,250	5	FRASTEC WOUND CARE PRODUCTS, INC.	100.00%	11/09/1992	07/06/1999	

EXU-DRY - United States #1,357,585 Frastec Wound Care Products, Inc. 100.00% 9/3/85 9/3/05 Renew 10 yrs-201
 EXU-DRY -Canada #542,216 Frastec Wound Care Products, Inc. 100.00% 4/10/87 4/10/02 Renew
 FRASTEC #1,400,073 Frastec Wound Care Products, Inc. 100.00% 7/8/86 7/8/06 Renew 10 yrs-2006

RECORDED 08/19/99