

1.25.99

02-04-1999



100957510

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Smith & Nephew 1450 Brooks Road Memphis, TN 38116

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

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

Execution Date: Sept. 17, 1997

2. Name and address of receiving party(ies)

Name: United States

Internal Address: Leg. 01-25-1999

Street Address: 150 U.S. Patent & TMO/TM Mail Rpt Dt. #47

City: Norwalk State: CT ZIP: 06865

- 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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional numbers attached? Yes No

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

Name: United States Surgical Corporation

Internal Address: Legal Department

02/03/1999 JSHADAZZ 00000072 210550 1732055

01 FC:481 40.00 CH 02 FC:482 250.00 CH

Street Address: 150 Glover Avenue

City: Norwalk State: CT ZIP: 06865

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

21-0550

(Attach duplicate copy of this page if paying by deposit account)

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 copy is a true copy the original document.

John C Andries Name of Person Signing

John C Andries Signature

1.21.99 Date

Total number of pages including cover sheet, attachments, and document: 5

**SCHEDULE A
ASSIGNED TRADEMARKS**

Trademark	Reg. Number [Serial Number]	Country
AMD	1,732,055	USA
	[960101252]	China
Design of Spine Cross Section	1,747,741	USA
Reunion	1,930,273	USA
	[41551/1994]	Japan
	687921	Italy
	94514782	France
	1568222	UK
	94/4957	South Africa
	469162	Canada
	316611	South Korea
	626659	Australia
	1903702	Spain
[S58635/10Wz]	Germany	
STIF	1,940,256	USA
Aline	2,007,241	USA
Empower	[75/002,474]	USA
Stable-Lok	[75/038,644]	USA
	94527433	France
	458392	Canada
	2910071	Germany
	3317816	Japan
	[1577135]	UK
Aurora	[75/277,812]	USA
FINN (Licensed to S&N from Biomet, Inc.)	[75/ 024,203]	USA

Trademark**Reg. Number
[Serial Number]****Country**

Amend	1944610	USA
	[755445]	Canada
	630733	Australia
	94521570	France
	3325422	Japan
	2095992	Germany
	1573233	UK
	553563	Benelux
SecureStrand	1,975,222	USA
	688119	Italy
	627876	Australia
	2095991	Germany
	3244176	Japan
	[753916]	Canada
	4425-1994	Denmark
	B94/3880	South Africa
	170100	Norway
	1909801	Spain
	1569174	UK
	94515782	France
	549125	Benelux

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered into this 17th day of September, 1997, by and between Smith & Nephew, Inc., a Delaware corporation ("Assignor") having a principal place of business at 1450 Brooks Road, Memphis, TN 38116, and United States Surgical Corporation, a Delaware corporation ("Assignee") having a principal place of business at 150 Glover Avenue, Norwalk, Connecticut 06865.

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of September 17, 1997 (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 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 all of its 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

By: Jack R. Blair
Name: Jack R. Blair
Title: Chairman + Group President

State of Tennessee)
County of Shelby)

On this 17th day of September, 1997, before me personally came Jack R. Blair, to me known, who, being by me first duly sworn, did depose and say that he is the Chairman + Group of Smith & Nephew, Inc., the corporation described in and which executed the foregoing instrument by order of the Board of Directors of such corporation.

[Signature]
Notary Public

My commission expires:

October 6, 1997