

02-22-1999

Docket No.:

1930-0001



100968041

Tab settings

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Telegenix, Inc.

MRO  
2-18-99

- Individual(s)
- General Partnership
- Corporation-State New Jersey
- 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: October 5, 1998

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) 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 registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,128,413

2,128,414

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:.....

2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2563

02/19/1999 JSHADAZZ 00000046 192563 2128413

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.

William B. Clemmons, Jr.

Name of Person Signing

Signature

9 February 1999

Date

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

3

## ASSIGNMENT

WHEREAS, Telegenix, Inc., of Cherry Hill, New Jersey is the owner of the entire right, title and interest in U.S. Pat. No. 4,481,057 granted 11/6/84 for "Cutting Device and Method of Manufacture; U.S. Pat. No. 4,485,810 granted 12/4/84 for "Surgical Cutting Blade"; U.S. Pat. No. 4,523,084 granted 6/11/85 for "Controller For Resistive Heating Element"; U.S. Pat. 4,549,073 granted 10/22/85; U.S. Pat. No. 5,308,311 for "electrically Heated Surgical Blade and Methods of Making"; U.S. Pat. No. 5,352,868 granted 10/4/94 for "Resistance Feedback Controlled Power Supply"; U.S. Pat. No. 4,622,966 granted 7/16/84 for "Surgical Cutting Device"; European Pat. App. No. 93910921.1, Japanese Pat. App. No. 05-519525 and Korean Pat. App. No. 94-703925 for "Electrically Heated Surgical Blade and Methods of Making"; Australian Pat. No. 552,383 and No. 559,062; Canadian Patents No. 1,178,867, No. 1,197,301 and No. 1,200,187; French Pats. No. 8,120,148 and No. 8,214, 946; British Pats. No. 2,085,765 and 2,106,671; Japanese Pat. No. 1,739,136 and App. No. 152,493/82; Swiss Pat. No. 657,711-8 (hereinafter, the "Patents") as well as U.S. Trademark Regs. No. 2,128,414 and No. 2,128,413 (the "Trademarks") together with trade and copyrights to the Shaw Hemostatic Scalpel, Shaw Hemostatix Scalpel, Shaw I Scalpel, Shaw II Scalpel, Shaw III Scalpel, Shaw Hemostatix Controller, Model 150, Model 600 and Model 3000 and the good will of the business associated therewith; and

WHEREAS, Smith and Nephew, Inc., a Delaware corporation, desires to acquire the entire right, title and interest in, to and under the Patents, Trademarks, Copyrights and Tradenames together with the good will of the business symbolized by same;

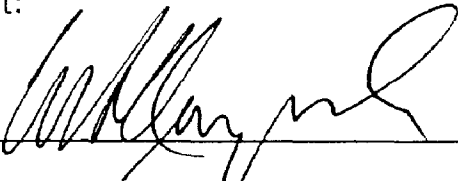
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of \$1,00 dollar to Telegenix, Inc., in hand paid by Smith and Nephew, Inc., and other good and valuable consideration receipt of which is hereby acknowledged, Telegenix, Inc., hereby sells, assigns, transfers and sets over unto Assignee all of its rights, title and interest in and to said Patents and Trademarks and the inventions covered thereby, any patent subject to Re-Examination proceedings, and any and all reissues of patents or Trademarks, including the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said Smith & Nephew, Inc., its successors, assigns or other legal representatives, for its own use and for the use of its successors, assigns or legal representatives, to end of the term or terms for which said Patents and Trademarks are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by said Telegenix, Inc., had this assignment and sale not have been made; together with all claims for profits and damages by reason of past infringements with the right to sue for and collect the same for its use and for the use

of its successors, and assigns or other legal representatives.

Covenant with said Smith & Nephew, Inc., its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

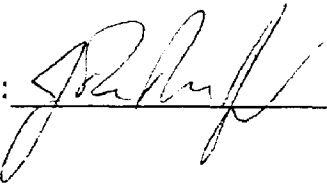
Telegenix, Inc.

Attést:

  
\_\_\_\_\_

**L. A. KRUPNICK**

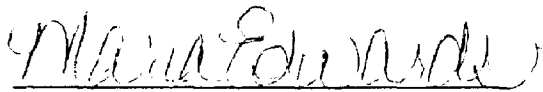
State of New Jersey, County of

By:   
\_\_\_\_\_ Pres.

ss:

I, Maria Edwards-Raws, the undersigned, a Notary Public of the State of New Jersey, CERTIFY that John O'Meara and L. A. Krupnick personally came before me and acknowledged under oath to my satisfaction, that they are the President and Secretary of Telegenix, Inc. with authority to execute this document.

**IN WITNESS WHEREOF**, I set my hand and official seal on October 5, 1998

  
\_\_\_\_\_

Notary Public

MARIA EDWARDS

A Notary Public of New Jersey

My Commission Expires April 13, 1999

