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Docket No.:
0541-0054

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DEPT. OF FINANCE

To the Honorable Commissioner of Patents and Trademarks: Please receive... original document or copy thereof.

1. Name of conveying party(ies):
Impact Monitors, Inc.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **December 6, 1999**

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)
1,618,622

Additional numbers attached? Yes No

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

Name: **William B. Clemmons, Jr.**
Internal Address: **Smith & Nephew, Inc.**

Street Address: **1450 Brooks Road**

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

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-2563

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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. *William B. Clemmons, Jr.* **December 30, 1999**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **3**

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark entered this 6th day of December, 1999, by and between IMPACT MONITORS, INC., 1898 Flatiron Ct., Suite 200, Boulder, Colorado 80301 ("Assignor"), and SMITH & NEPHEW, INC., a Delaware corporation, having a place of business at N104 W 13400 Donges Bay Road, Germantown, Wisconsin 53022 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Master Agreement dated as of the date of this Agreement (the "Master 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 contributed to Assignee.

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the United States Trademark "ForceGuard" registered under Registration Number 1,618,622 in the U.S. Patent and Trademark Office (the "Mark"); and

WHEREAS, pursuant to the Master Agreement, Assignor desires to assign and transfer to Assignee all of her right, title and interest in and to the Mark 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 her right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Mark. Assignor does further consent to the recordation of this assignment by Assignee with the Commissioner of Patents and Trademarks. The parties acknowledge and agree that their respective rights and remedies arising out of or relating to this Assignment of Trademark are set forth exclusively in the Master Agreement.

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

IMPACT MONITORS, INC.

By: *James D. Little*
Name: JAMES D. LITTLE
Title: President
By: *James D. Little*
ASSIGNOR

SMITH & NEPHEW, INC.

By: *James M. McHargue*
Name: James M. McHargue
Title: President
By: Smith & Nephew, Inc.
"ASSIGNEE"

