

REC  
TF

06-26-2001



Docket No.:

0241-0086

Tab settings

To the Honorable Commissioner of Patents and Trademarks

101760975

Submitted original documents or copy thereof.

1. Name of conveying party(ies):

Li Medical Technologies, Inc.

6-21-01

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

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

3. Nature of conveyance:

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

Execution Date: April 12, 2001

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 21
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

A. Trademark Application No.(s)

75/884851

Additional numbers

B. Trademark Registration No.(s)

Yes  No

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

Name: George K. Stacey

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

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 of the original document.

George K. Stacey

Name of Person Signing

Signature

June 18, 2001

Date

Total number of pages including cover sheet, attachments, and

5

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks entered this 12th day of April, 2001, by and between LI MEDICAL TECHNOLOGIES, INC., 4 Armstrong Road, Shelton, CT 06484 ("Assignor"), and SMITH & NEPHEW, INC., a Delaware corporation, having a place of business at 160 Dascomb Road, Andover, MA 01810 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Amended and Restated Distribution Agreement dated as of the date of this Agreement (the "Distribution Agreement"), pursuant to which Assignee has agreed to distribute certain Products of Assignor, and Assignor has agreed to cause a trademark 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 trademark application listed on Schedule "A" attached hereto and made a part hereof (the "Marks"); and

WHEREAS, pursuant to the Distribution Agreement, Assignor desires to assign and transfer to Assignee all of her 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, all of its rights to sue for past infringement thereof, the registrations and applications for registration therefor, 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. 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 Distribution Agreement.

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

LI MEDICAL TECHNOLOGIES, INC.

SMITH & NEPHEW, INC.

By: Stephen A. Maguire  
Name: Stephen A. Maguire  
Title: VP & COO  
"ASSIGNOR"

By: [Signature]  
Name: President  
Title: April 12, 2001  
"ASSIGNEE"

*WITNESS To Row SPAR ITS*

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF ESSEX

Marie P. Conner  
NOTARY PUBLIC: MARIE P. CONNER  
MY COMMISSION EXPIRES: 10/04/2002

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_\_ day of April, 2001, before me appeared \_\_\_\_\_, the person who signed this instrument on behalf of LI MEDICAL TECHNOLOGIES, INC., who acknowledged that he/she signed it on behalf of the identified corporation as \_\_\_\_\_ of the identified corporation and pursuant to authority duly received.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF MASS §

COUNTY OF ESSEX §

On this 12 day of April, 2001, before me appeared POW SPARTS, the person who signed this instrument on behalf of SMITH & NEPHEW, INC., who acknowledged that he/she signed it on behalf of the identified corporation as PRESIDENT of the identified corporation and pursuant to authority duly received.

Marie P. Concemi

NOTARY PUBLIC

MARIE P. CONCEMI

My Commission Expires:

10/04/2002

THE STATE OF Connecticut §

COUNTY OF Fairfield §

On this 16<sup>th</sup> day of April, 2001, before me appeared Stephen Maguire, the person who signed this instrument on behalf of LI MEDICAL TECHNOLOGIES, INC., who acknowledged that he/she signed it on behalf of the identified corporation as VP + COO of the identified corporation and pursuant to authority duly received.

Brenda Stablein  
NOTARY PUBLIC

My Commission Expires:

My Commission Exp. Feb. 28, 2006

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_\_ day of April, 2001, before me appeared \_\_\_\_\_, the person who signed this instrument on behalf of SMITH & NEPHEW, INC., who acknowledged that he/she signed it on behalf of the identified corporation as \_\_\_\_\_ of the identified corporation and pursuant to authority duly received.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**SCHEDULE A**

RotorloC Application (U.S. Application #75/884,851)

RotorloC Application (Australia Application No. 836063 filed May 18, 2000)

RotorloC Application (Canada Application No. 1059733 filed May 18, 2000)

RotorloC Switzerland Reg. No. Reg. No. 478341 (Feb 13, 2001)

RotorloC Application (Community Trademark Application No. 1664861 filed May 18, 2000)

RotorloC Application (Japan Application No. 2000-59012 filed May 30, 2000)

RotorloC Application (Mexico Application No. 433973 filed June 30, 2000)

RotorBlade (U.S. Application abandoned)

RotorBlade Australia Reg. No. 776242 (March 24, 2000)

RotorBlade Community Trademark Reg. No. 962670 (March 15, 2000)

RotorBlade Application (Japan Application No. 10-91673 filed Oct. 22, 1998)