



Tab settings

101778892

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

1. Name of conveying party(ies): 71121
Smith & Nephew, Inc.

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

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

2. Name and address of receiving party(ies)
Name: BSN Medical, Inc.
Internal Address: _____
Street Address: 2500 Distribution Street
City: Charlotte State: NC Zip: 28203

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

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

Execution Date: March 29, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 6

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: J. Scott Evans
 Internal Address: ADAMS, SCHWARTZ & EVANS, P.A.
2180 Two First Union Center
 Street Address: 301 South Tryon Street
 City: Charlotte State: NC Zip: 28282

7. Total fee (37 CFR 3.41).....\$ 165.00
 Enclosed
 Authorized to be charged to deposit account (Deficiencies only)

8. Deposit account number:
01-0265
 (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 of the original document.

W. Thad Adams, III [Signature] 7/5/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

All documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/16/2001 TDIAZI 00000175 76141138
01 FC:481 40.00
02 FC:482 125.00

SCHEDULE

TRADE MARKS

Country	Proprietor	Trade Mark	Reg'n No (Application No)	Status
Australia	Smith & Nephew, Inc.	LWMWRAP	777479	Registered
Canada	Smith & Nephew, Inc.	LWMWRAP	(0895566)	Pending - filed 3 Nov 1998
CTM	Smith & Nephew, Inc.	LWMWRAP	000976852	Registered
New Zealand	Smith & Nephew, Inc.	LWMWRAP	B300861	Registered
USA	Smith & Nephew, Inc.	LWMWRAP	2416405	Registered
USA	Smith & Nephew, Inc.	ORTHO-GLASS	1591872	Registered
USA	Smith & Nephew, Inc.	ORTHO-GLASS	2290056	Registered
USA	Smith & Nephew, Inc.	SYNOVATOR	1687072	Registered
Japan	Parker Medical Associates	ORTHO-GLASS	3278033	Registered
Japan	Parker Medical Associates	ORTHOGLASS Kana Characters	3287786	Registered
Japan	Parker Medical Associates	ORTHOGLASS Roman and Kana Characters	3287788	Registered
Mexico	Smith & Nephew, Inc.	ORTHOGLASS	545137	Registered
USA	Smith & Nephew, Inc.	ORTHO-CAST	76/141138	Pending - filed 5 Oct 2000
USA	Smith & Nephew, Inc.	SAFETYSPLINT	78032505	Pending - filed 26 Oct 2000
CTM	Smith & Nephew, Inc.	SAFETYSPLINT	001930221	Pending - filed 30 Oct 2000

NB: The trade marks registered in the name of Parker Medical Associates have been assigned to Smith & Nephew, Inc.

SERIAL NO.	MARK	DESCRIPTION
76/141,138	ORTHO-CAST	Words only
78/032,505	SAFETYSPLINT	Words only
REGISTRATION NO.	MARK	DESCRIPTION
1,591,872	ORTHO-GLASS	Words only
1,687,072	SYNOVATOR	Words only
2,290,056	ORTHO-GLASS	Words only
2,416,405	LYMWRAP	Words only

Dated March 29, 2001

SMITH & NEPHEW, INC.

- and -

BSN MEDICAL INC.

TRADE MARK ASSIGNMENT (USA)

Sidley & Austin
Bank One Plaza
10 South Dearborn
Chicago, Illinois 60603

Tel: 312-853-7000
Fax: 312-853-7036

TRADEMARK
REEL: 002329 FRAME: 0267

THIS ASSIGNMENT is made on March 29, 2001 to be effective at 12:00 noon on March 29, 2001 (Frankfurt time)

BETWEEN:

- (1) **Smith & Nephew, Inc.** (No. 0818065 in Delaware) whose registered office is at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 (the "Assignor"); and
- (2) **BSN Medical Inc.** (No. 3269728 in Delaware) whose registered office is at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 (hereinafter the "Assignee");

RECITALS

- (A) The Assignor is the registered proprietor and/or owner of the registered trade marks and of the benefit of the applications for registrations of the trade marks particulars of which are set out in the schedule hereto (together the "Trade Marks").
- (B) The Assignor is the successor-in-interest to all right, title and interest of Parker Medical Associates L.P. (also known as Parker Medical Associates) in certain of the Trade Marks.
- (C) Pursuant to a certain Business and Assets Transfer Agreement dated as of March 29, 2001 (the "Transfer Agreement"), by and between the Assignor and the Assignee, the Assignor desires to assign and transfer to the Assignee all of its right, title and interest in and to the Trade Marks and the Assignee is desirous of acquiring the same.

THE PARTIES AGREE AS FOLLOWS:

1. In consideration of the terms in the Transfer Agreement the Assignor does **HEREBY ASSIGN** and transfer with full title guarantee all its right, title and interest in the Trade Marks, together with the goodwill of the business symbolized by the Trade Marks and associated therewith, including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.
2. The Assignor shall at the expense of the Assignee do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as the Assignee may at any time require properly to vest the Trade Marks or any one or more of them in the Assignee and for conferring on the Assignee rights of action in relation to any infringement by third parties of the Trade Marks which may have occurred.
3. The Assignee shall be solely responsible for the conduct and cost of any and all steps necessary to register the Assignee as the registered proprietor of the Trade Marks and for the avoidance of doubt, shall prepare all documents required by any Trade Mark Registry in the territories in which such marks are registered or applied for, and be liable for all costs of recordal and conduct (and bear the costs of) all correspondence with such registries in relation to such assignments. The Assignor does further consent to the recordation of this assignment with the United States Patent and Trademark Office and such other governmental agencies as the Assignee deems necessary or desirable.

4. This assignment (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this assignment or its formation) shall be governed by and construed in accordance with United States law.
5. Each of the parties to this assignment irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with this assignment and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.
6. This assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS whereof this assignment has been executed on the date first above written.

Signed by
for and on behalf of
SMITH & NEPHEW, INC.
in the presence of:

)
) James A. Kalston
)

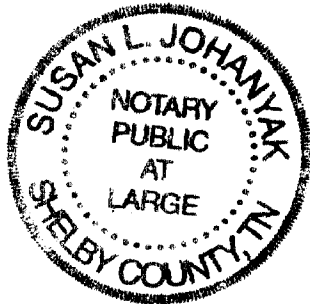
for and on behalf of
BSN MEDICAL INC.
in the presence of:

)
) Dennis Watson
)

State of Tennessee)
County of Shelby)

On this 29th day of March 2001, before me appeared James A. Kalston 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 Secretary of the identified corporation and pursuant to authority duly received.

Susan L. Johanyak
Notary Public



My Commission Expires
May 11, 2004