

RE
TI

03-26-2002

Docket No.:

0225-0091

Tab settings



To the Honorable Commissioner of Patents

102032049

shd original documents or copy thereof.

1. Name of conveying party(ies): **Biologic, Inc.**

3-12-02

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

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **February 20, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

~~1,801,476~~
2,141,622

Additional numbers attached? 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: **2**

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

19-2563

DO NOT USE THIS SPACE

03/25/2002 AAHMED1 00000177 192563 1801476

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.

George K. Stacey
Name of Person Signing

Signature

March 1, 2002

Date

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

3

TRADEMARK

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks entered this 20th day of FEBRUARY, 2002, by and between BIOLOGIC, INC. ("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 and others are parties to a certain Asset Purchase Agreement dated as of the date of this Agreement (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 contributed to Assignee.

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the trademarks listed on Schedule "A" attached hereto and made a part hereof (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor's 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 right 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 Purchase Agreement.

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

ASSIGNOR:

BIOLOGIC, INC.

By: *Autumn Johnson*
Name: AUTUMN JOHNSON
Title: PRESIDENT

THE STATE OF MICHIGAN §

COUNTY OF INHAM §

On this 19th day of FEBRUARY, 2002, before me appeared AUTUMN JOHNSON the person who signed this instrument on behalf of BIOLOGIC 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.

James B. Jensen
NOTARY PUBLIC

My Commission Expires:

9-26-04

JAMES B. JENSEN, JR.
Notary Public, Ingham County, MI
My Comm. Expires Sept. 26, 2004

SCHEDULE A

Mark	Registration No.	Goods	Owner
BIOLOGIC	1,801,476	Bio-Degradable Internal Orthopedic Surgical Bone, Tendon or Ligament Fixation Devices; namely, Staples, Screws and Rods; Orthopedic Bond Implants	Biologic, Inc.
BIOLOGICALLY QUIET	2,141,622	Bio-Degradable Internal Surgical Bone, Tendon or Ligament Fixation Devices; namely, Staples, Screws <, and Rods; Orthonedic Bone Implants	Biologic, Inc.