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09-13-2002



102221028

Docket No.:

121-02

Tab settings

To the Honorable Commissioner of Patents and Trademarks **102221028** Attached original documents or copy thereof.

1. Name of conveying party(ies):  
T.J. Smith and Nephew Limited

9-9-02

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Limited Company under the laws  
of England and Wales

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

2. Name and address of receiving party(ies):

Name: Smith & Nephew Homecraft Limited

Internal Address: Shelly Close, Lowmoor  
buainess Park, Kirkby in Ashfield,  
Street Address: \_\_\_\_\_

City: Nottinghamshire State: U.K. ZIP: NG17 7B

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State United Kingdom  
 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 25, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2330474

Additional numbers attached?  Yes  No

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

Name: John J. Simkanich

Internal Address: \_\_\_\_\_

Street Address: Paul & Paul  
2900 Two Thousand Market Street

City: Philadelphia State: PA ZIP: 19103

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

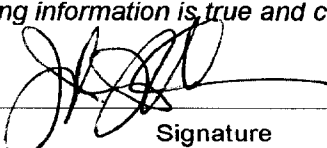
8. Deposit account number:  
16-0750

09/12/2002 LMUeller 00000114 2330474  
01 FC:461                      40.00 OP

DO NOT USE THIS SPACE

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS  
FINANCE SECTION  
SEP - 9 AM 7:30

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.*

John J. Simkanich                                            September 3, 2002

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 9

JUN-04-02 TUE 02:39 PM

FAX NO.

P. 03

FILE NO. 121-02

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark  
Registration of:

**THE BATIMASTER**

Registration No.: 2330474

Atty Doc No. 121-02

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Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

***DESIGNATION OF DOMESTIC REPRESENTATIVE/POWER OF ATTORNEY***

Designation of Domestic Representative

Whereas, SMITH & NEPHEW HOMECRAFT LIMITED whose registered office is in Shelly Close, Lowmoor Business Park, Kirkby in Ashfield, Nottinghamshire NG17 7ET, United Kingdom,, owner of U.S. Trademark Registration No. 2,330,474 registered March 21, 2000 for the mark, THE BATIMASTER, hereby designates Paul & Paul and its attorneys listed below as owner's representative upon whom notices or process in proceedings affecting the mark may be served.

Power of Attorney

Owner hereby appoints the following attorneys, all members of the bar, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection with the above identified registration, and to file declarations of use and incontestability and renewal applications for the same:

**TRADEMARK**  
**REEL: 002581 FRAME: 0298**

JUN-04-02 TUE 02:40 PM

FAX NO.

P. 04

James C. McConnon	18,030
John F. McNulty	23,028
Alex R. Sluzas	28,669
Ourmazd S. Ojan	38,065
DEREK S. JESSEN	48,213
John J. Simkanich	26,036

All correspondence concerning this application should be sent to:

John F. McNulty  
 Paul & Paul  
 Suite 2900  
 2000 Market Street  
 Philadelphia, PA 19103  
 Telephone: (215) 568-4900

Declaration

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm corporation or association has the right to use the above identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

X PR Ellis  
 Signature

X 25/3/2002  
 Date

X PR CHAMBERS DIRECTOR  
 Print or Type Name and Position

Step 3.1


DATED 25 MARCH 2002

- (1) TJ SMITH & NEPHEW LIMITED
- (2) SMITH & NEPHEW HOMECRAFT LIMITED

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**DEED OF ASSIGNMENT OF TRADE MARKS  
AND TRADE MARK APPLICATIONS**

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Pinsent  
Curtis  
Biddle 

**THIS DEED** is made on

25 MARCH

2002

**BETWEEN:-**

- (1) **TJ SMITH & NEPHEW LIMITED** (Company number 93994) whose registered office is PO Box 81, 101, Hessle Road, Kingston upon Hull, HU3 2BN (the "Assignor"); and
- (2) **SMITH & NEPHEW HOMECRAFT LIMITED** (Company number 1373877) whose registered office is Shelley Close, Lowmoor Business Park, Kirkby in Ashfield, Nottinghamshire NG17 7ET (the "Assignee").

**WHEREAS:-**

- (A) The Assignor is the registered proprietor 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 attached hereto (together the "Trade Marks").
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out herein.

**IT IS AGREED** as follows:-

1. The Assignor hereby assigns and transfers with full title guarantee all its right title and interest in the Trade Marks, including all statutory and common law rights attaching thereto and the goodwill relating specifically to the Trade Marks 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 its own expense 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.
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 English 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 exclusive jurisdiction of the courts of England.

**SCHEDULE 1**  
**REGISTERED TRADE MARKS**

UK

File Ref	Country	Trade Mark	Registration No	Status
01019	UK	SAN-SPLINT Class 10	916318	Registered
01020	UK	SAN-SPLINT Class 17	906660	Registered
02440	UK	SAN-SPLINT Class 10	1251063	Registered
02609	UK	ROLYAN Class 5	1248354	Registered
06341	UK	POLYFORM	1337068	Registered
06382	UK	SAN-LITE (Series)	1342034	Registered
06860	UK	SYNERGY	1439124	Registered
07452	UK	ROLYAN Class 10	1248355	Registered
08993	UK	HEMOCRAFT Classes 8, 10	2013280	Registered <i>Pat</i>
09000	UK	HEMOCRAFT Classes 9, 11	2015443	Registered
09213	UK	CHESTER-CARE	2026178	Registered
09226	UK	BATHMASTER	2026629	Registered
09228	UK	TRANSMASTER (Series)	2028108	Registered
09504	UK	ELEVEX	2043358	Registered
09654	UK	CARRI-RAMP (Series)	2056878	Registered
09713	UK	SAVANAH	2106800	Registered
09908	UK	ARTHRITIS SELECT hands device	2126292	Registered
10119	UK	LIFTMASTER	2157823	Registered

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12, 18, 20, 21, 24, 25, 27

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**Germany**

File Ref	Country	Trade Mark	Registration No	Status
01021	Germany	SAN-SPLINT	1066582	Registered
09803	Germany	ELEVEX	39650918.5	Registered

**Sweden**

File Ref	Country	Trade Mark	Registration No	Status
01022	Sweden	SAN-SPLINT	193071	Registered
01023	Sweden	SAN-SPLINT	191858	Registered

**Switzerland**

File Ref	Country	Trade Mark	Registration No	Status
01024	Switzerland	SAN-SPLINT	331068	Registered

**Benelux**

File Ref	Country	Trade Mark	Registration No	Status
01547	Benelux	SAN-SPLINT	397239	Registered

**Austria**

File Ref	Country	Trade Mark	Registration No	Status
02241	Austria	SAN-SPLINT	108344	Registered

**Denmark**

File Ref	Country	Trade Mark	Registration No	Status
02242	Denmark	SAN-SPLINT	553/1985	Registered

**Spain**

File Ref	Country	Trade Mark	Registration No	Status
02286	Spain	SAN-SPLINT	1061639	Registered

**Portugal**

File Ref	Country	Trade Mark	Registration No	Status
07474	Portugal	SAN-SPLINT	231808	Registered

01. MAY 2002 14:11 FROM

TO ERIC POTTER UK P.06/09

**Canada**

File Ref	Country	Trade Mark	Registration No	Status
09509	Canada	THE BATHMASTER	485821	Registered
09673	Canada	HEMOCRAFT	544416	Registered

**USA**

File Ref	Country	Trade Mark	Registration No	Status
09655	USA	THE BATHMASTER Script	2330474	Registered

**CTM**

File Ref	Country	Trade Mark	Registration No	Status
10158	CTM	BATHMASTER	000784033	Registered
09881	CTM	HEMOCRAFT	000470732	Registered

**Australia**

File Ref	Country	Trade Mark	Registration No	Status
09882	Australia	HEMOCRAFT	728572	Registered
10522	Australia	BATHMASTER	807073	Registered

**Singapore**

File Ref	Country	Trade Mark	Registration/ Application No	Status
09884	Singapore	HEMOCRAFT Class 8	T97/02568G	Registered
09885	Singapore	HEMOCRAFT Class 10	T97/02569E	Registered
09886	Singapore	HEMOCRAFT Class 18	S/2510/97	Pending
09887	Singapore	HEMOCRAFT Class 21	S/2571/97	Pending



**South Africa**

File Ref	Country	Trade Mark	Registration/ Application No	Status
09888	South Africa	HEMOCRAFT Class 8	97/02715	Pending
09889	South Africa	HEMOCRAFT Class 10	97/02718	Pending
09890	South Africa	HEMOCRAFT Class 18	97/02717	Pending
09891	South Africa	HEMOCRAFT Class 21	97/02753	Pending

**New Zealand**

File Ref	Country	Trade Mark	Registration No	Status
10168	New Zealand	BATHMASTER	292268	Registered

**Japan**

File Ref	Country	Trade Mark	Registration/ Application No	Status
10556	Japan	BATHMASTER	4475193	Registered
10561	Japan	HEMOCRAFT	3808-2000	Pending

**Jordan**

File Ref	Country	Trade Mark	Registration No	Status
02759	Jordan	SAN-SPLINT	23162	Registered

**Italy**

File Ref	Country	Trade Mark	Registration No	Status
02846	Italy	SAN-SPLINT	695130	Registered

**France**

File Ref	Country	Trade Mark	Registration No	Status
02999	France	SAN-SPLINT	1262250	Registered

**Finland**

File Ref	Country	Trade Mark	Registration No	Status
03008	Finland	SAN-SPLINT	93171	Registered

01 MAY 2002 14:12 FROM

TO ERIC POTTER UK P.08/09

**Ireland**

<b>File Ref</b>	<b>Country</b>	<b>Trade Mark</b>	<b>Registration No</b>	<b>Status</b>
03009	Ireland	SAN-SPLINT	110015	Registered

**Norway**

<b>File Ref</b>	<b>Country</b>	<b>Trade Mark</b>	<b>Registration No</b>	<b>Status</b>
04069	Norway	SAN-SPLINT	122173	Registered

SIGNED by or on behalf of the parties on the date which first appears in this Agreement.

EXECUTED as a Deed (but not delivered until dated) by TJ SMITH & NEPHEW LIMITED acting by two Directors or a Director and the Secretary:- its duly authorized attorney, Paul Chalder :-

)  
)  
)  
)  
)  
Director

*P.R. Chalder*

Director/Secretary

*J. Harris*  
JON HARRIS  
69 Old Broad St  
London  
Solicitor

EXECUTED as a Deed (but not delivered until dated) by SMITH & NEPHEW HOMECRAFT LIMITED acting by two Directors or a Director and the Secretary:-

)  
)  
)  
)  
)  
Director

*W. Potter*

Director/Secretary

*P.R. Chalder*