

01-14-2003

EET

Docket No.:

LY

0225-0091



102338985

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Instrument Makar, Inc.

12-30-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: **February 20, 2002**

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)

2,255,867	1,581,347
<del>2,143,336</del>	1169,124
2,090,324	

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.**

01/13/2003 TDIAZ1 00000072 192563 2255867

01 FC:8521 40.00 CH

02 FC:8522 100.00 CH

Street Address: **1450 Brooks Road**

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

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ **140.00**

- 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

**March 1, 2002**

Date

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

TRADEMARK

REEL: 002647 FRAME: 0772

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks entered this 20th day of FEBRUARY, 2002, by and between Instrument Makar, 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 Assignee'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:

INSTRUMENT MAKAR, INC.

By: Autumn Johnson  
Name: AUTUMN JOHNSON  
Title: PRESIDENT

THE STATE OF MICHIGAN §  
COUNTY OF INGHAM §

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

1

Mark	Registration No.	Goods	Owner
FREEHAND	2,255,867	Braces for Repetitive Motion Syndrome	Instrument Makar, Inc.
BIOSPHERE	2,143,336	Biodegradable Sphere for Attaching Ligaments to Bone	Instrument Makar, Inc.
PERFIXATION	2,090,324	Interference Bone Screws	Instrument Makar, Inc.
CLOUD 9	1,581,347	Surgical Absorption Mat for Fluid Retention	Instrument Makar, Inc.
SURGICAL ASSISTANT	1,169,124	Surgical Apparatus for Clamping Body Parts	Instrument Makar, Inc.