

FORM PTO-1594 (Modified)  
(Rev. 8-93)  
OMB No. 0851-0011 (exp. 4/94)  
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TM05/REV03

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Docket No.:  
0641-0069

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Stiefel Laboratories, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State New York  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       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 designation is                       Yes     N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes     N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: August 1, 2003

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

A. Trademark Application No.(s)

Additional numbers

B. Trademark Registration No.(s)

2,748,501

Yes  No

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

Name: William B. Clemmons, Jr.

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.*

William B. Clemmons, Jr.                      [Signature]                      September 10, 2003  
Name of Person Signing                      Signature

CH \$40.00 192563 2748501

### ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is entered into this 1st day of August, 2003, by and between Stiefel Laboratories, Inc., a New York corporation, having its principal place of business at 255 Alhambra Circle, Coral Gables, Florida 33134 ("Assignor") and Smith & Nephew, Inc., a Delaware corporation having a place of business at 11775 Starkey Road, Largo, Florida 33773-4727 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Assignment Agreement dated August 1, 2003 (the "Agreement"), pursuant to which Assignee has agreed to assign 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 exclusive owner of the trademark GLADASE, United States registration number 2,748,501 (the "Trademark");

WHEREAS, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee all of its right, title, interest and the goodwill associated therewith in and to the Trademark, and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title, interest and the goodwill associated therewith, in and to the Trademark, throughout the entire world. Assignor does further consent to the recordation of this Assignment by Assignee with the United States Patent and Trademark Office (and other trademark offices outside the United States, as necessary) and further agrees to execute and deliver all papers that may be necessary or desirable to perfect title, or to prosecute or maintain the Trademark.

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

**STIEFEL LABORATORIES, INC.**

By: 

Name: Devin G. Buckley

Title: Vice President & General Counsel