

FORM PTO-1584 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/04)  
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TM06/REV03

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

Document ID No: 900007845

Tab settings

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

1. Name of conveying party(ies):

Hydrocision, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 22, 2004

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  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,751,092  
2,652,587  
2,467,439

Additional numbers  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:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- 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.

Name of Person Signing



Signature

May 11, 2004

TRADEMARK

700083758

Total number of pages including cover sheet, attachments REEL: 002850 FRAME: 0846

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks entered this 22<sup>nd</sup> day of January, 2004, by and between HYDROCISON, INC. ("Assignor"), and SMITH & NEPHEW, INC., a Delaware corporation, having a place of business at 11775 Starkey Road, Largo, Florida 33779-1970 ("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:  
HYDROCISION, INC.

By: *Douglas S. Daniels*  
Name: Douglas S. Daniels  
Title: President CEO

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this 22 day of JANUARY, 2004, before me appeared DOUGLAS S. DANIELS the person who signed this instrument on behalf of HYDROCISION INC, who acknowledged that he/she signed it on behalf of the identified corporation as PRCE & CEO of the identified corporation and pursuant to authority duly received.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF ESSEX

*Marie P. Concem*

NOTARY PUBLIC: MARIE P. CONCEN!  
MY COMMISSION EXPIRES: 09/18/200

**SCHEDULE A**

	<b>Word Mark</b>	<b>Serial Number</b>	<b>Reg. Number</b>
1	VERSAJET	76317547	2751092
2	ULCERJET	76234354	2652587
3	TRAUMAJET	75909245	2467439