

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	01/08/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T.J. Smith & Nephew Ltd.		01/08/2007	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Torbot Group, Inc.		
Street Address:	1367 Elmwood Avenue		
City:	Cranston		
State/Country:	RHODE ISLAND		
Postal Code:	02910		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1301422	JOBKIN	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	119768-00101		
NAME OF SUBMITTER:	David M. Perry		

CH \$40.00 1301422

Signature:

/David M. Perry/

Date:

01/22/2007

Total Attachments: 7

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TRADE MARK SALE AND ASSIGNMENT AGREEMENT

between

T.J. Smith & Nephew Ltd.
of P.O. Box 81, 101 Hessle Road
Hull, HU3 2BN, UNITED KINGDOM

- hereinafter referred to as "the Assignor"

and

Torbot Group, Inc.
of 1367, Elmwood Avenue
Cranston, RI 02910, USA

- hereinafter referred to as "the Assignee"

Each a "Party" and, collectively, "Parties".

Recitals

A.

REDACTED

B.

Assignee now wishes to acquire, those marks ("the Trade Marks"), as recited in the schedule attached hereto (**Schedule 2**).

C.

REDACTED

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. SALE AND ASSIGNMENT

- 1.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor hereby sells and assigns all of its rights, title, and interest in and to the Trade Marks to the Assignee, together with the goodwill of the business (within the relevant territories in which the Trade Marks are registered) symbolized by and associated with the Trade Marks and the registrations thereof.
- 1.2 The Assignee accepts the purchase offer and the assignment of the Trade Marks.
- 1.3 The Assignor hereby undertakes to, at the expense of the Assignee, execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee to enjoy the full benefit of the rights and registrations hereby assigned.

2. PURCHASE PRICE

2.1

REDACTED

3. WARRANTIES AND LIABILITY

- 3.1 The Assignor represents and warrants that, to the best of its knowledge, there are no current and unresolved objections, oppositions or requests for cancellation pending against the Trade Marks or their related registrations.
- 3.2 The Parties agree that the aforementioned Clause 3.1 is not to be understood as guarantee. In particular the Assignor does not guarantee to the Assignee that the Trade Marks have been sufficiently used so to overcome any request for cancellation due to non-use or that no earlier rights of third parties exist. Any warranty for a defect or lack of title is excluded to the extent permitted by law.

3.3 Subject to Clause 3.4, neither Party (the "Defaulting Party") shall be liable to the other by reason of any representation or the breach of any implied condition, warranty or other term or any duty at common law or under any statute, or under any express term of this Agreement, for any loss, damages, costs, expenses or other claim for compensation whatsoever, whether occasioned by the negligence of the Defaulting Party, its servants or agents or otherwise, which arises out of or in connection with this Agreement to the extent that:

- (a) the claim is for loss of profits, contracts, goodwill, anticipated savings or for wasted expenditure, or for any indirect, special or consequential loss or damages; or
- (b) the amount of the claim (when aggregated with all other prior claims of the claiming Party in connection with this Agreement), for which the Defaulting Party would otherwise be liable exceeds the sum of

3.4 Notwithstanding the above, however:

(a)

(b)

(i)

(ii)

REDACTED

4. USE AND REGISTRATION

4.1

4.2

REDACTED

4.3

4.4

REDACTED

5. NON-ATTACK

5.1

5.2

REDACTED

6. CONFIDENTIALITY

6.1

REDACTED

6.2

7. COSTS

7.1 Each Party shall bear its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

7.2

REDACTED

8. LEGAL SUCCESSORS

This Agreement shall be binding for legal successors, assignees, licensees, affiliates and all other associated companies of the Parties. Therefore, the Parties undertake to impose the obligations resulting from this Agreement on their legal successors, assignees, licensees, affiliates and all other associated companies, to the extent permissible by law.

9 PARTIAL INVALIDITIES AND CHANGES

9.1 If any Clause of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not effect or impair the legality, validity or enforceability in that jurisdiction of any other Clause of this Agreement. In this respect, the Parties undertake to find the best suitable solution in the light of the Agreement.

9.2 Changes or supplements to this Agreement have to be in writing to have effect, unless the Parties agree to something else in writing.

10. GOVERNING LAW AND JURISDICTION

10.1 This Agreement and any dispute arising from this Agreement or its interpretation shall be governed by English law and is subject to the non-exclusive jurisdiction of the English Courts.

SIGNED by

[REDACTED]



a duly authorised officer for and on behalf
of **TJ SMITH & NEPHEW LIMITED**

SIGNED by

[REDACTED]



a duly authorised officer for and on behalf
of **TORBOT GROUP INC.**

Schedule 1

REDACTED

Schedule 2

The Trade Marks

Trade Mark	Country	Trade mark no.	Goods/Services
JOBSKIN	Brazil	818 342 960	Bandagens de suporte e elasticas; vestimentas ou bandagens cirurgicas e medicinais preparadas e adaptadas para tratamento de queimaduras, incluindo vestimentas de pressao para uso em tratamento de cicatrizes de queimadura para minimizar a hipertrofia das cicatrizes de queimadura. ¹
JÖBSKIN	Canada	326 794	Pressure garments for use in the treatment of burn scars to minimize scarring.
JOBSKIN	Mexico	453 016	Vendas de soporte y vendas elasticas; vendas preparadas o adaptadas para el tratamiento de quemaduras, incluyendo vestimentas a presion para usarse en el tratamiento de cicatrizes por quemaduras para minimizar la hipertrofia de las cicatrizes por ²
JOBSKIN	Mexico	456 407	Ropa medica y quirurgica ³
JÖBSKIN	USA	1 301 422	Pressure garments for use in the treatment of burn scars to minimize scarring

¹Translation: [REDACTED]

²Translation: [REDACTED]

³Translation: [REDACTED]