

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/01/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exogen, Inc.		07/18/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Smith & Nephew, Inc.		
Street Address:	1450 Brooks Road		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38116		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2456257	EXOGEN 3000	
Registration Number:	2508939	EXOGEN	
Registration Number:	2599317	EXOGEN 2000 +	
CORRESPONDENCE DATA			
Fax Number:	(901)399-1528		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(901)399-5009		
Email:	judy.hays@smithnephew.com		
Correspondent Name:	Judy Hays		
Address Line 1:	1450 Brooks Road		
Address Line 4:	Memphis, TENNESSEE 38116		
ATTORNEY DOCKET NUMBER:	EXOGEN		
NAME OF SUBMITTER:	Judy Hays		

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Signature:	/judy hays/
Date:	07/18/2008
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Assignment is made and entered into this 18th day of July, 2008 by and between Exogen, Inc., a Delaware corporation with its principal place of business at 1450 Brooks Road, Memphis, Tennessee 38116 (“Assignor”) and Smith & Nephew, Inc., a Delaware corporation with its principal place of business at 1450 Brooks Road, Memphis, Tennessee 38116 (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks identified in Exhibit A (the “Trademarks”) as well as the registrations for the Trademarks identified in Exhibit A (the “Registrations”);

WHEREAS, Assignee wishes to acquire all right, title and interest Assignor has or may have in and to the Trademarks and Registrations and the good will associated therewith including the right to sue for past infringement as of February 1, 2008 (the “Effective Date”).

NOW, THEREFORE, in consideration of payment of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest Assignor has or may have in and to the Trademarks and the Registrations, together with the good will of the business which is symbolized by the Trademarks and Registrations and with the right to recover for damages and profits and all other remedies for past infringements thereof as of the Effective Date. Assignor further agrees to execute and deliver to Assignee, its successors and assigns, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing, or defending Assignee’s ownership of all rights, titles and interest of every kind and nature whatsoever in and to the Trademarks and the Registrations as of the Effective Date.

IN WITNESS WHEREOF, Exogen, Inc. and Smith & Nephew, Inc. have each caused this Trademark Assignment to be executed and affixed their seals as of this 18th day of July, 2008, effective as of the Effective Date.

EXOGEN, INC.

By: Joel Petrow
Name: Joel Petrow
Title: Assistant Secretary

SMITH & NEPHEW, INC.

By: Joel Petrow
Name: Joel Petrow
Title: Assistant Secretary

Exhibit A

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
Exogen 3000	2,456,257	May 29, 2001
Exogen	2,508,939	November 20, 2001
Exogen 2000+	2,599,317	July 23, 2002