

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Axial Biotech, Inc.		10/26/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Smith & Nephew, Inc.
Street Address:	4721 Emperor Blvd.
Internal Address:	Suite 100
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27703
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	78686056	
Serial Number:	78686052	
Serial Number:	78686050	
Serial Number:	78686049	AXIAL BIOTECH
Serial Number:	78686046	AXIAL BIOTECH
Serial Number:	78686042	AXIAL BIOTECH
Serial Number:	78683038	AXIAL BIOTECH
Serial Number:	78683036	AXIAL BIOTECH
Serial Number:	78683033	AXIAL BIOTECH
Serial Number:	78683031	AXIAL BIOTECH
Serial Number:	78683030	AXIAL BIOTECH
Serial Number:	78683028	AXIAL BIOTECH
Serial Number:	78683026	AXIAL BIOTECH

CH \$565.00 78686056

Serial Number:	78683024	AXIAL BIOTECH
Serial Number:	78683023	AXIAL BIOTECH
Serial Number:	78683020	AXIAL BIOTECH
Serial Number:	77547605	SCOLI-SCORE
Serial Number:	77547599	SCOLI-SCORE
Serial Number:	77547588	SCOLI-SCORE
Serial Number:	77547585	SCOLI-SCORE
Serial Number:	77547583	SCOLI-SCORE
Serial Number:	77547580	SCOLI-SCORE

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3300
Email: jchester@sidley.com
Correspondent Name: Sidley Austin LLP c/o Julia Chester
Address Line 1: 717 N. Harwood
Address Line 2: Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	06918-16620
NAME OF SUBMITTER:	Julia M. Chester
Signature:	/Julia M. Chester/
Date:	11/02/2010

Total Attachments: 5
source=Axial TM#page1.tif
source=Axial TM#page2.tif
source=Axial TM#page3.tif
source=Axial TM#page4.tif
source=Axial TM#page5.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Confirmatory Grant") is made effective as of October 29, 2010 by and from Axial Biotech, Inc., a Delaware corporation (the "Grantor"), to and in favor of Smith & Nephew, Inc., a Delaware corporation (the "Grantee").

WHEREAS, Grantor and Grantee entered into a Credit Agreement dated as of as October 29, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor has entered into a Security Agreement dated as of October 29, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks ("Trademarks") listed on Exhibit A attached hereto, which Trademarks are either pending or registered with the United States Patent and Trademark Office or with other government agencies worldwide.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement and the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Credit Agreement and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Credit Agreement or the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement and in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of Loans as defined in the Credit Agreement and other Loan Documents. Upon the payment in full of all Loans, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) all goodwill of the business symbolized by the trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks.

(c) For the avoidance of doubt, (1) the grant of a security interest herein shall not be deemed to be a present assignment of the Grantor's rights in respect of the Trademarks, and (2) such security interest is granted as security only and shall not subject the Grantor to, or in any way, alter or modify, any obligation or liability of the Grantor or any other person with respect to or arising out of the Trademarks or any agreements related thereto.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from the multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the state of Delaware.


IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

AXIAL BIOTECH, INC.

By: [Signature]
Name: John M. Climaco
Title: CEO

STATE OF UTAH)
SALT LAKE COUNTY)







JOHN M. CLIMACO, known to me to be the CEO of Axial Biotech, Inc., personally came before me this 26 day of October, 2010, and acknowledged to me that he/she executed the foregoing Confirmatory Grant of Security Interest in Trademarks in favor of Smith & Nephew, Inc., and has authority thereunder and such authority is duly received.

(SEAL)  NOTARY PUBLIC
CHRISTOPHER NEHREN
581110
COMMISSION EXPIRES
OCTOBER 26, 2013
STATE OF UTAH

[Signature]
Notary Public, State of UTAH
My Commission Expires: 10/26/2013

Exhibit A - SCHEDULE OF TRADEMARKS

I. United States

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
1.	DESIGN ONLY 	78686056	8/4/2005			PENDING
2.	DESIGN ONLY 	78686052	8/4/2005			PENDING
3.	DESIGN ONLY 	78686050	8/4/2005			PENDING
4.	AXIAL BIOTECH <i>and Design</i> 	78686049	8/4/2005			PENDING
5.	AXIAL BIOTECH <i>and Design</i> 	78686046	8/4/2005			PENDING
6.	AXIAL BIOTECH <i>and Design</i> 	78686042	8/4/2005			PENDING
7.	AXIAL BIOTECH	78683038	8/1/2005			PENDING
8.	AXIAL BIOTECH	78683036	8/1/2005			PENDING
9.	AXIAL BIOTECH	78683033	8/1/2005			PENDING
10.	AXIAL BIOTECH	78683031	8/1/2005			PENDING

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
11.	AXIAL BIOTECH	78683030	8/1/2005			PENDING
12.	AXIAL BIOTECH	78683028	8/1/2005			PENDING
13.	AXIAL BIOTECH	78683026	8/1/2005			PENDING
14.	AXIAL BIOTECH	78683024	8/1/2005			PENDING
15.	AXIAL BIOTECH	78683023	8/1/2005			PENDING
16.	AXIAL BIOTECH	78683020	8/1/2005			PENDING
17.	SCOLI-SCORE	77547605	8/14/2008			PENDING
18.	SCOLI-SCORE	77547599	8/14/2008			PENDING
19.	SCOLI-SCORE	77547588	8/14/2008			PENDING
20.	SCOLI-SCORE	77547585	8/14/2008			PENDING
21.	SCOLI-SCORE	77547583	8/14/2008			PENDING
22.	SCOLI-SCORE	77547580	8/14/2008			PENDING

II. International

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
1.	AXIAL BIOTECH <i>COUNTRY: CANADA</i>	1433803	4/7/2009			PENDING
2.	SCOLI-SCORE <i>COUNTRY: CANADA</i>	1427824	2/13/2009			PENDING
3.	AXIAL BIOTECH <i>COUNTRY: INTERNATIONAL REGISTER; EXTENDED TO China, EU, Japan and Korea</i>			1000082	4/6/2009	REGISTERED
4.	SCOLI-SCORE <i>COUNTRY: INTERNATIONAL REGISTER; EXTENDED TO China, EU, Japan, and Korea</i>			993917	2/13/2009	REGISTERED