

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---|--|----------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DFB Pharmaceuticals, Inc. | | 12/21/2012 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Smith & Nephew, Inc. | | |
| Street Address: | 1450 Brooks Road | | |
| City: | Memphis | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 38116 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85083351 | KERAGRAF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5124578008 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 5124578000 | | |
| Email: | cheusmann@dbcllp.com | | |
| Correspondent Name: | Coti Heusmann | | |
| Address Line 1: | 700 Lavaca Street | | |
| Address Line 2: | Suite 1300 | | |
| Address Line 4: | Austin, TEXAS 78701 | | |
| ATTORNEY DOCKET NUMBER: | 2386-8 | | |
| NAME OF SUBMITTER: | Coti Heusmann | | |
| Signature: | /Coti Heusmann/ | | |

Date:

03/20/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of December 21, 2012, is by and between DFB Pharmaceuticals, Inc. a Texas corporation ("Assignor"), and Smith & Nephew, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A and B (the "Assigned IP");

WHEREAS, Assignor and Assignee are parties to a Transaction Agreement dated as of November 27, 2012 (the "Transaction Agreement") between the Buyer Parties named therein and the Sellers named therein pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the Transaction Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the US Patent and Trademark Office.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Transaction Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Transaction Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including,

without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
6. Miscellaneous. This Assignment is subject to all the terms and conditions of the Transaction Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Transaction Agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

By: *H. Paul Dorman*

Its: Chairman & CEO

Date: December 21, 2012

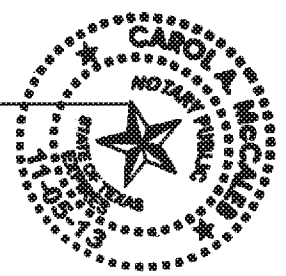
STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Before me, the undersigned authority, on this 21st day of December 2012, personally appeared H. Paul Dorman known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Carol A. McCaleb
Notary Public

Carol A. McCaleb
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



ACCEPTED BY:

ASSIGNEE

By: *[Signature]*

Its: Authorized Designee

Date: December 20, 2012

STATE OF OHIO)
) ss.
COUNTY OF SUMMIT)

Before me, the undersigned authority, on this 20th day of December, 2012, personally appeared Robert A. Lucas known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Notary Public

[Signature]
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Jo Ann Meupie
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/18/2015

Schedule A-Trademarks

| MARK | COUNTRY | SER. NO. | FILE DATE | REG. NO. | REG. DATE |
|-------------|----------------|-----------------|------------------|-----------------|------------------|
| KERAGRAF | US | 85/083351 | 13-Jul-10 | N/A | N/A |

Schedule B-Patents

None