

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthpoint, Ltd.		12/21/2012	LIMITED PARTNERSHIP: 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: 20			
Property Type	Number	Word Mark	
Registration Number:	2189420	ALLCLENZ	
Registration Number:	2046186	CURASOL	
Serial Number:	85593516	CYTUA	
Registration Number:	2786844	FRESHNET	
Serial Number:	85593518	GENDUO	
Registration Number:	1890408	MITRAZOL	
Serial Number:	85593530	NUACYTE	
Registration Number:	2810985	PROSHIELD	
Registration Number:	2483698	PRUDOXIN	
Registration Number:	1928621	REGRANEX	
Serial Number:	85773031	REGRANEX360	
Registration Number:	0964580	SANTYL	
Registration Number:	1017283	SANTYL	
Registration Number:	3850858	THE BIG 4 IN UNDER 4	

TRADEMARK

Serial Number:	85222859	THE SCIENCE OF HEALING
Registration Number:	3371113	THE WOUND INSTITUTE
Registration Number:	3115549	THEWOUNDINSTITUTE.COM
Registration Number:	3145206	W
Registration Number:	3473282	
Registration Number:	2832523	XENADERM

CORRESPONDENCE DATA

Fax Number: 5124578008
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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: 7
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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 Healthpoint, Ltd., a Texas limited partnership ("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

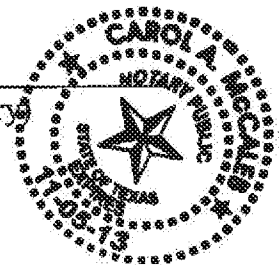
STATE OF Texas)
) ss.
COUNTY OF Tarrant)

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

Schedule A-Trademarks

MARK	COUNTRY	APP. NO.	APP. DATE	REG. NO.	REG. DATE	
ALLCLENZ	US	75/346,521	25-Aug-97	2189420	15-Sep-98	Registered
CURASOL	US	74/330,018	09-Nov-92	2046186	18-Mar-97	Registered
CYTUO	US	85/593516	10-Apr-12			Pending
FRESHNET	US	76/043,889	08-May-00	2786844	25-Nov-03	Registered
GENDUO	US	85/593518	10-Apr-12			Pending
MITRAZOL	US	74/430,450	26-Aug-93	1890408	18-Apr-95	Registered
NUACYTE	US	85/593530	10-Apr-12			Pending
PROSHIELD	US	76/057,834	26-May-00	2810985	03-Feb-04	Registered
PRUDOXIN	US	75/906,344	31-Jan-00	2483698	28-Aug-01	Registered
REGRANEX	US	74/470317	16-Dec-93	1928621	17-Oct-95	Registered
REGRANEX360	US	85/733031	6-Nov-12			Pending
SANTYL	US	72/431,205	31-Jul-72	964580	24-Jul-73	Registered
SANTYL	US	73/033,211	27-Sep-74	1017283	05-Aug-75	Registered
THE BIG 4 IN UNDER 4	US	77645427	08-Jan-09	3850858	21-Sep-10	Registered

THE SCIENCE OF HEALING	US	85/222,859	21-Jan-11			Pending
THE WOUND INSTITUTE	US	78969759	08-Sep-06	3371113	15-Jan-08	Registered
THEWOUNDINSTITUTE.COM	US	78/728,846	07-Oct-05	3115549	11-Jul-06	Registered
(TWI) W (DESIGN) (Doctor)	US	78/728,842	07-Oct-05	3145206	19-Sep-06	Registered
(TWI) DESIGN (Human Figure)	US	77/160,413	19-Apr-07	3473282	22-Jul-08	Registered
XENADERM	US	76/299,629	14-Aug-01	2832523	13-Apr-04	Registered

Schedule B-Patents

Title	Country	Number	Filing Date	Status
Anhydrous, Hydrophilic Absorbent Wound Dressing with Antimicrobials or Other Pharmaceutically Active Agents	US	6,399,092	27-Dec-00	Granted
Elegant Hydrogenated Castor Oil Ointments	US	6,479,060	4-Sep-01	Granted
Enzymatic Wound Debriding Compositions with Enhanced Enzymatic Activity	US	13/514,945	8-Dec-10	Pending
Gel Formulations Containing Growth Factors	US	5,457,093	12-Oct-93	Expired
Gel Formulations Containing Growth Factors and Acrylamide Polymer	US	5,427,778	10-Nov-92	Expired
Gelled Mineral Oil Skin Protectant	US	5,558,872	7-Mar-95	Granted
Hydrogel Polymer Wound Dressing	US	5,902,600	21-Dec-92	Granted
Ointment Wound Spray	US	7,785,584	13-Aug-03	Granted
Stable Enzymatic Wound Debrider	US	6,548,556	27-Dec-00	Granted
Topical Thalidomide Compositions For Surface of Mucosal Wounds, Ulcerations, and Lesions	US	5,605,684	7-Jun-95	Granted
Use of Seaprose to Remove Bacterial Biofilm	US	61/645,815	11-May-12	Provisional
Assemblies and Methods for Fluid Delivery	US	61/722,492	05-Nov-12	Provisional
Stable Thermolysin Hydrogel	US	61/726,175	14-Nov-12	Provisional