

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.		02/28/2013	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: 9			
Property Type	Number	Word Mark	
Serial Number:	75112645	HEALTHPOINT	
Serial Number:	75906342	HEALTHPOINT	
Serial Number:	77810402	HEALTHPOINT	
Serial Number:	85227677	HEALTHPOINT	
Serial Number:	74294200	HEALTHPOINT	
Serial Number:	74539936	HP	
Serial Number:	85227659	HP BIO	
Serial Number:	85341886	HP BIO	
Serial Number:	74294199	HP PROSHIELD	
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:	512-457-8000		

OP \$240.00 75112645

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

NAME OF SUBMITTER:	Coti Heusmann
Signature:	/Coti Heusmann/
Date:	05/02/2013

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of February 28, 2013, 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 (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 Patent and Trademark Offices.

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. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
3. 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.

4. 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.
5. 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: Mark A. Mitchell

Its: V.P. & C.L.O.

Date: FEB. 28, 2013

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Before me, the undersigned authority, on this 28th day of Feb., 2013, personally appeared Mark A. Mitchell 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.

Notary Public

Michele D. Hughes
(Signature of Notary)

Michele D. Hughes
(Legibly Print or Stamp Name of Notary)



ACCEPTED BY:

ASSIGNEE

By: [Signature]

Its: Assignment Secretary

Date: March 2013

STATE OF OHIO)
) ss.
COUNTY OF SUMMIT)

Before me, the undersigned authority, on this 12th day of MARCH, 2013, 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)

Jo Ann Maugh
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/15/2015

(Legibly Print or Stamp Name of Notary)

Schedule A-Trademarks

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status
HEALTHPOINT	US	75/112,645	03-Jun-96	2936475	29-Mar-05	Registered
HEALTHPOINT	US	75/906,342	31-Jan-00	3307659	09-Oct-07	Registered
HEALTHPOINT	US	77/810402	21-Aug-09	3816910	13-Jul-10	Registered
HEALTHPOINT (AND DESIGN) NEW	US	85/227,677	27-Jan-11	4071936	13-Dec-11	Registered
HEALTHPOINT (AND DESIGN) Old	US	74/294,200	14-Jul-92	1757961	16-Mar-93	Registered
HP (AND DESIGN) Old	US	74/539,936	20-Jun-94	2000587	17-Sep-96	Registered
HP BIO (AND DESIGN WITH BORDER)	US	85/227,659	27-Jan-11			Filed
HP BIO (AND DESIGN WITHOUT BORDER)	US	85/341,886	09-Jun-11			Filed
HP PROSHIELD (AND DESIGN)	US	74/294,199	14-Jul-92	1765518	20-Apr-93	Registered