

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mylan Institutional Inc.		06/18/2015	Corporation:
RECEIVING PARTY DATA			
Name:	Smith & Nephew, Inc.		
Street Address:	7135 Goodlett Farms Parkway		
City:	Cordova		
State/Country:	TENNESSEE		
Postal Code:	38016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1135459	BIOBRANE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	brandi.aiken@smith-nephew.com		
Correspondent Name:	Brandi Aiken		
Address Line 1:	7000 W. William Cannon Dr.		
Address Line 2:	Building One		
Address Line 4:	Austin, TEXAS 78735		
ATTORNEY DOCKET NUMBER:	TM-2481-US-NF		
NAME OF SUBMITTER:	Brandi Aiken		
SIGNATURE:	/Brandi Aiken/		
DATE SIGNED:	04/25/2016		
Total Attachments: 5			
source=Biobrane_Trademarks#page1.tif			
source=Biobrane_Trademarks#page2.tif			
source=Biobrane_Trademarks#page3.tif			
source=Biobrane_Trademarks#page4.tif			
source=Biobrane_Trademarks#page5.tif			

CH \$40.00 1135459

CONFIRMATORY ASSIGNMENT OF TRADE MARKS

THIS ASSIGNMENT is made on the 18th day of June, 2015.

BETWEEN:-

- (1) **Mylan Institutional Inc.**, an Illinois corporation having principal offices at 1718 Northrock Court, Rockford, IL 61103, USA (hereinafter termed "the **Assignor**") of the first part; and
- (2) **Smith & Nephew, Inc.**, a Delaware corporation having principal offices at 7135 Goodlett Farms Parkway, Cordova, TN 38016, USA (hereinafter termed "the **Assignee**") of the second part.

Assignor and Assignee also may be referred to herein individually, as a "Party" and collectively, as the "Parties."

WHEREAS:-

- (A) The Assignor and the Assignee are Parties to that certain Asset Purchase Agreement dated April 14, 2014 ("APA"), pursuant to which the Assignor sold, conveyed, assigned and transferred to the Assignee the Acquired Assets, as such term is defined in the APA;
- (B) At the date of signing the APA, the Assignor was the registered proprietor or beneficial owner of the registered trade marks and applications for registrations of the trade marks particulars of which are set out in the Schedule attached hereto (together the "**Trade Marks**");
- (C) The Assignor now wishes to confirm assignment of the Trade Marks to the Assignee on the terms set out herein;

IT IS AGREED as follows:-

1. In consideration of the sum of One U.S. Dollar (\$1 USD) now paid by the Assignee to the Assignor the Assignor hereby confirms that it has assigned and transferred with full title guarantee all right, title, and interest in the Trade Mark(s), including all statutory and common law rights attaching thereto, together with the goodwill of the business symbolized by the Trade Mark(s), and the right to sue for past, present and future infringements and to retain any damages, royalties or settlements obtained as a result of such actions, to the Assignee.

- 2. The Assignor shall at the expense of the Assignee do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as the Assignee may at any time reasonably require to properly vest the Trade Mark(s) in the Assignee and for conferring on the Assignee rights of action in relation to any infringement by third parties of the Trade Mark(s) which may have occurred.
- 3. This assignment (and any dispute, controversy or claim arising under, out of or in connection with this Assignment, including the validity, enforceability, construction, performance or breach thereof (hereinafter termed a "Dispute") shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A., without reference to conflicts of laws principles, except that the laws of the country in which any intellectual property rights have been granted shall determine questions affecting the construction and effect of such intellectual property rights.
- 4. Except as otherwise provided herein, any Dispute shall be handled in accordance with the procedures set out under Article 8 of the APA.

SIGNED by or on behalf of the Parties on the date which first appears in this Assignment.

Mylan Institutional Inc. (the Assignor)


Signature: 

Name: Matthew E. Eich

Position: President

APPROVED - MYLAN LEGAL DEPT
DATE: 6-18-15
BY: M. Eich
LCM#: DS33051

Smith & Nephew, Inc. (the Assignee)

Signature: 

Name: Michael A. Patterson

Position: CFD

SCHEDULE OF TRADE MARKS

(Attached hereto and incorporated herein by reference.)

Registered Acquired Intellectual Property Rights

Acquired Marks:

Mark	Country	Registration No.	Registration Owner	Registration Date	Goods and Services
BIOBRANE	US	1135459	Mylan Institutional	5/20/1980	Temporary wound dressings. (device)
BIOBRANE	Australia	A461561	BPI	2/20/1989	Temporary wound dressings. (10)
BIOBRANE	Australia	A461562	BPI	2/20/1989	Temporary wound dressings. (5)
BIOBRANE	Brazil	813426537	BPI	12/11/1990	Temporary wound dressings. (5)
BIOBRANE	Brazil	200028065	BPI	12/11/1990	Temporary wound dressings. (10)
BIOBRANE	Canada	395365	Dow B. Hickam	3/13/1992	Temporary wound dressings. (5 & 10)
BIOBRANE	Canada	UCA/32428	BPI	2/3/1949	Temporary wound dressings. (5)
BIOBRANE	France	1398453	BPI	8/21/1987	Temporary wound dressings.
BIOBRANE	Hong Kong	19882696AA	BPI	5/8/1987	Temporary wound dressings. (5 & 10)
BIOBRANE	Italy	498750	BPI	3/19/1987	Temporary wound dressings.

BIOBRANE	Japan	1614909	BPI	9/29/1983	Temporary wound dressings. (5 & 10)
BIOBRANE (in Katakana)	Japan (Katakana)	1636374	BPI	11/25/1983	Temporary wound dressings.
BIOBRANE	Spain	1186828 & 1186829 consolidated as new reg. no. 2864172	BPI	3/16/2009	Temporary wound dressings. (5)
BIOBRANE	Switzerland	358144	BPI	2/6/1987	Temporary wound dressings. (5)
BIOBRANE	Taiwan	377899	BPI	10/1/1987	Temporary wound dressings.
BIOBRANE	United Kingdom	1302951	BPI	3/5/1987	Temporary wound dressings. (5)
BIOBRANE	United Kingdom	1302952	BPI	3/5/1987	Temporary wound dressings. (10)