


MRD 5-23-00

FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
06-14-2000					
Tab settings == == ▾				▾ ▾ ▾	
To the Honorable Commissioner of Paten		Attached original documents or copy thereof.			
1. Name of conveying party(ies): Smith & Nephew Dyonics, Inc Smith & Nephew, Inc.		101380675 Name: Philip J Branson Internal Address: Street Address: 328 Tinwald Hill Lane City: Princeton State: WV ZIP: 24740			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other See Attachment					
Execution Date: November 13, 1992					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 5,740,801 5,877,819 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Cort Flint Internal Address: 06/13/2000 JSHABAZZ 00000120 5740801 01 EC:581 Street Address: PO Box 10827 City: Greenville State: SC ZIP: 29603		6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 3.41) \$ 80.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Cort Flint Name of Person Signing Signature Date 5-18-2000					
Total number of pages including cover sheet, attachments, and document: 14					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Attachment to Form PTO - 1595

Recordation Form Cover Sheet

Nature of Conveyance:

Reconveyance of previous assignment which is void. The document (attached to this form) recorded by Smith & Nephew Dyonics, Inc. as an assignment at frame/reel 009883/0155 on 04/09/99 is not an assignment of the patents listed on the cover sheet, and is not a recordable document under MPEP 302.03. Ownership of the patents remains in the inventor, Philip J. Branson listed above. The name change of Smith & Nephew Dyonics, Inc to Smith & Nephew Inc recorded at frame/reel 010103/0558 on 07/19/99 is also ineffective to change ownership of the patents. This cover sheet is to reestablish the patents in the name of the proper party for the purpose of the Patent Office records.

04-16-1999



101012770

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Luma Corporation
Dr. Philip BransonAdditional names(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other: _____

Execution Date: November 13, 1992

2. Name and address of receiving party(ies):

Name: Smith & Nephew Dynamics Inc.

Internal Address _____

Street Address: 160 Dascomb Road

City Andover State: MA Zip: 01810

Additional names(s) & address(es) attached? ☐ Yes ☒ No

4. Application numbers(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,740,801 and 5,877,819

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John S. Pratt

Internal Address: Kilpatrick Stockton LLP
Suite 2800

Street Address: 1100 Peachtree Street

City: Atlanta State: GA Zip: 30309-4530

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

☒ Enclosed

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0855.

☒ Authorized to be charged to deposit account

8. Deposit account number:

11-0855

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mitchell G. Stockwell

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

3/8/92

DEVELOPMENT AGREEMENT

This Agreement is entered into as effective as of
November 13, 1992 by and between;

SMITH & NEPHEW DYONICS INC., a Massachusetts corporation
having a place of business at 160 Dascomb Road, Andover,
Massachusetts 01810 doing business as Smith & Nephew Dyonics
Video Division (hereinafter "the COMPANY"); and

LUMA CORPORATION, a West Virginia corporation having a
place of business at 311 Court House Road, Princeton, West
Virginia 24740-2421 (hereinafter "the CONTRACTOR").

WITNESSETH

WHEREAS, the COMPANY manufactures and sells surgical instruments
and equipment for use by surgeons in the field of endoscopy
which equipment includes video display systems for the imaging
of the surgical field during arthroscopic and endoscopic surgery
and wishes to conduct research and product development thereon;
and

WHEREAS, CONTRACTOR has expertise in designing and developing
computer systems for controlling imaging systems including
software, hardware modifications and ancillary equipment; and

WHEREAS, the COMPANY wishes to enter into an agreement under
which the COMPANY will pay the CONTRACTOR to perform development
work with respect to an image management system for video
endoscopy including the capability of generating hard copy of
images of surgical fields displayed by video monitors in
arthroscopic and endoscopic surgery systems and to perform
collateral software development to support such systems; and

WHEREAS, the development work is being performed in an attempt
to generate or develop exclusive, advanced, proprietary
processes, materials, discoveries, inventions or copyrightable
material, or any combination thereof, which will allow or
enhance commercial production of the Company's arthroscopic and
endoscopic surgical systems; and

WHEREAS, in consideration of payment to CONTRACTOR by the
COMPANY for the development, the COMPANY will be granted full
ownership of any inventions, discoveries, materials, or
proprietary processes generated or developed in the performance
of development services; and

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PATENT
REEL: 010841 FRAME: 0112

WHEREAS, CONTRACTOR has the right, unencumbered by any other obligations, to enter into this Agreement; and

WHEREAS, CONTRACTOR and the COMPANY agree that the COMPANY, in its sole discretion, has the right to decide whether or not it will commercialize the PRODUCTS, without paying additional consideration to CONTRACTOR; and

WHEREAS, if COMPANY decides not to commercialize or to discontinue the promotion and sale of PRODUCTS, ~~it will~~ *6/24/83/15,4 3/16*
~~the negotiate in good faith with CONTRACTOR respecting terms under which CONTRACTOR may make, use and sell PRODUCTS; and WITHOUT PAYING ADDITIONAL Consideration to the Company.~~ *AB 3-11-74*

WHEREAS, the COMPANY and the CONTRACTOR are desirous of setting forth in writing their understanding as to their respective rights and obligations one to the other;

NOW, THEREFORE, in consideration of the terms and conditions and mutual covenants contained herein, the COMPANY and the CONTRACTOR, intending to be legally bound hereby, mutually agree as follows:

Article I DEFINITIONS

1.1 FIELD - as used in this Agreement means the area of video endoscopic image management as utilized in the performance of arthroscopic and endoscopic surgery.

1.2 DEVELOPMENT SERVICES - as used in this Agreement means all work related to the FIELD performed by CONTRACTOR under this Agreement.

1.3 PRODUCTS - as used in this Agreement means those units of a video image management system including a software package providing captioning, image storage and high resolution printing and photo slides and parts thereof upon which DEVELOPMENT SERVICES are performed.

1.4 PREVIOUSLY-DEVELOPED TECHNOLOGY AND KNOW-HOW - as used in this Agreement means all materials, prototypes, specimens, information, formulas, reformulations, documents and publications existing and owned by CONTRACTOR or licensed by CONTRACTOR from a third party prior to the beginning of the term of this Agreement and used in the performance of the DEVELOPMENT SERVICES.

1.5 RESULTING TECHNOLOGY - as used in this Agreement means (a) any and all materials, prototypes, specimens, information, formulas, reformulations, documents and publications used, acquired, created, purchased, compiled, presented or otherwise

utilized by CONTRACTOR in performing the DEVELOPMENT SERVICES and (b) any and all exclusive, advanced, proprietary processes, materials, computer software, inventions, discoveries or copyrightable material, or any combination thereof, generated or developed during or as an end result of the DEVELOPMENT SERVICES.

1.6 PATENTS - as used in this Agreement means any patent application(s) filed and patents issuing thereon relating to RESULTING TECHNOLOGY wherein an employee of CONTRACTOR is a sole or joint inventor including all continuations, continuations-in-part, divisional applications, and all patents issuing thereon together with all reissues and extensions thereof, and all foreign patent applications and patents corresponding thereto.

1.7 VALID CLAIM(S) - as used in this Agreement means any claim(s) pending in a patent application or in an unexpired patent included within PATENTS which has not been held unenforceable, unpatentable, or invalid by a court of competent jurisdiction, is unappealable or unappealed within the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue proceedings or disclaimer.

1.8 NET SALES - as used in this Agreement means the gross sales of PRODUCTS by COMPANY less sales, excise or other similar taxes (other than income) actually paid, transportation, customs duties, trade discounts, sales commissions and credit for returned merchandise.

Article II DESCRIPTION AND PERFORMANCE OF WORK

2.1 CONTRACTOR shall provide to COMPANY the DEVELOPMENT SERVICES in the FIELD OF SERVICES and to carry out and perform those ancillary consulting and advisory services as are set forth in the STATEMENT OF WORK (hereinafter "SOW") more specifically set forth in Attachment One appended hereto and made a part hereof, as it may be amended by the parties from time to time.

2.2 CONTRACTOR shall perform DEVELOPMENT SERVICES at CONTRACTOR's facilities in West Virginia, or at such other facilities as CONTRACTOR shall deem necessary after notice to and approval by COMPANY.

2.3 During the term of this Agreement, COMPANY shall have the right, upon twenty-four hours notice to CONTRACTOR, to visit CONTRACTOR's facilities and review progress on the performance of DEVELOPMENT SERVICES.

2.4 Progress on DEVELOPMENT SERVICES will be evaluated by

COMPANY. If changes reasonably within the scope of the DEVELOPMENT SERVICES are requested in writing, they will be implemented by the CONTRACTOR within a reasonable period of time. CONTRACTOR will provide estimates as to the cost and schedule impact of such changes, and a payment schedule covering the added costs if any. Future modifications and upgrades of PRODUCTS will also be handled in such manner.

2.5 CONTRACTOR'S services for the COMPANY will be coordinated and monitored by the COMPANY'S Group Product Manager or a named designee (hereinafter "the COORDINATOR").

Article III PAYMENTS

3.1 In consideration of DEVELOPMENT SERVICES to be performed by CONTRACTOR, the COMPANY shall pay CONTRACTOR in the manner and at the times set forth in the SOW. In addition, the COMPANY shall reimburse any additional project charges which have been preapproved in writing by the COMPANY.

3.2 DEVELOPMENT SERVICES will be authorized in phases in accordance with the SOW and CONTRACTOR shall provide a Statement of Expenditures and corroboration thereof to the COORDINATOR in a format prescribed by the COMPANY. Should any of such authorizations, invoices or statements contain any terms and conditions different from those contained in this Agreement, to the extent that such terms and conditions conflict with the terms and conditions in this Agreement, the terms and conditions in this Agreement shall control.

3.3 In addition to the consideration specified in Paragraph 3.1 above, COMPANY will pay CONTRACTOR an assignment fee in the amount of Thirty Five Thousand Dollars (\$35,000) and include a royalty (which is included in the purchase price of PRODUCTS set forth below) for each system of PRODUCTS sold including, specifically the software developed and described in the Statement of Work, Paragraph 2.5 and the hardware components described in Paragraph 3.2.

3.3.1 For system PRODUCTS including the basic enabling platform for Image Capturing software and having the ability to retrieve, review, enhance, and annotate previously acquired images, the prices shall be as follows:

Number of Units	Price per Unit
1-32	\$575
33-100	\$1200
101-250	\$960
over 251	\$840

3.3.2 For system PRODUCTS including the ability to

capture and store images, process live video, perform procedure specific capture routines and 2X live zoom, prices shall be as follows:

Number of Units	Price per Unit
1-32	\$575
33-100	\$1200
101-250	\$960
over 251	\$840

3.3.3 For system PRODUCTS including the ability to produce film recordings of images consisting of captured images and annotation using such as 400X and 2000X film recorders, the prices shall be as follows:

Number of Units	Price per Unit
1-100	\$395
101-250	\$316
over 251	\$275

3.3.4 For system PRODUCTS including the ability to produce custom oriented images and annotated layouts on a high quality printer, the prices shall be as follows:

Number of Units	Price per Unit
1-32	\$575
33-100	\$1200
101-250	\$960
over 251	\$840

3.3.5 Should COMPANY elect to source PRODUCTS from other than CONTRACTOR, in consideration of the assignment of rights of Paragraph 4.3, COMPANY shall pay CONTRACTOR a royalty on the NET SALES of PRODUCTS as provided below.

(a) For those PRODUCTS manufactured or sold falling within the scope of one or more VALID CLAIMS, COMPANY shall pay to CONTRACTOR an earned royalty of three percent (3%) of NET SALES of such PRODUCTS.

(b) For those PRODUCTS manufactured or sold embodying therein RESULTING TECHNOLOGY however, not falling within the scope of a VALID CLAIM as defined, COMPANY shall pay CONTRACTOR an earned royalty of one and one-half one percent (1.5 %) of NET SALES of PRODUCTS.

(c) Only one royalty shall be payable on the manufacture or sale of any one of PRODUCTS.

(d) Royalties shall be payable under this Paragraph 3.3.4 (a) or (b) above for a period of seven (7) years whether any patent application shall be filed or for the life of

any of PATENTS including any extension, reissue or regrant thereof, whichever is longer unless this Agreement is earlier terminated. If no patent shall issue, any obligation to pay royalties hereunder shall continue for a period of seven (7) years from the date of first commercial introduction or sale of PRODUCTS. Upon the expiration of such patent or period, the assignment to COMPANY shall be deemed fully paid and no further royalties or payments shall be due hereunder.

Article IV OWNERSHIP OF RESULTING TECHNOLOGY AND PRODUCTS

4.1 CONTRACTOR hereby warrants that it is the sole owner or licensed user with the right to grant sublicenses for the use of the PREVIOUSLY-DEVELOPED TECHNOLOGY to be used in the providing of DEVELOPMENT SERVICES, and warrants that it has the unencumbered right to enter into this Agreement and perform the services required hereunder.

4.2 During the term of this Agreement, CONTRACTOR will promptly disclose to COMPANY all information, technology and know how including inventions conceived, developed or acquired relating to the DEVELOPMENT SERVICES.

4.3 All rights to information, technology and know-how including inventions conceived, developed or acquired relating to DEVELOPMENT SERVICES, RESULTING TECHNOLOGY and/or PRODUCTS, which are developed in the performance of this Agreement, by CONTRACTOR or by the COMPANY, separately or jointly with others, shall be the sole and exclusive property of the COMPANY. CONTRACTOR hereby transfers, assigns, and conveys to COMPANY any and all of its right, title, and interest therein and agrees to execute such documents as are appropriate to reflect and record such transfer.

4.4 CONTRACTOR shall make such contracts and licenses such that any third party from whom it receives information, technology or know-how, and which CONTRACTOR uses or provides to COMPANY in the course of providing DEVELOPMENT SERVICES hereunder so as to transfer to the COMPANY such right, title and interest in PREVIOUSLY DEVELOPED TECHNOLOGY to enable COMPANY the clear and unencumbered right to use or sell RESULTING TECHNOLOGY and the PRODUCTS. However, no other right or license in CONTRACTOR's or any third party's technology or know-how, as previously developed, are transferred to the COMPANY by virtue of this Agreement other than such non-exclusive, royalty-free license to use such PREVIOUSLY DEVELOPED TECHNOLOGY in connection with the use and sale of RESULTING TECHNOLOGY and PRODUCTS.

Article V CONFIDENTIALITY

5.1 All information designated as confidential and disclosed to COMPANY by CONTRACTOR pursuant to an Evaluation and Non-Disclosure Agreement substantially in the form attached as Attachment Two, shall be deemed to be PREVIOUSLY-DEVELOPED TECHNOLOGY AND KNOW-HOW, subject to the exceptions set forth in the Evaluation and Non-Disclosure Agreement. CONTRACTOR shall identify to COMPANY information designated as confidential and disclosed thereunder as being PREVIOUSLY-DEVELOPED TECHNOLOGY AND KNOW-HOW of such third parties.

5.2 The CONTRACTOR shall cause third parties with whom it deals in connection with performing DEVELOPMENT SERVICES to enter into a non-disclosure agreement with CONTRACTOR substantially in the form attached as Attachment Two.

5.3 COMPANY and the CONTRACTOR, including any subsidiaries, successors, assigns, agents and all employees and representatives under their control, shall keep confidential any technical or business information disclosed by the other party. This requirement shall survive the termination of this Agreement, and any extension hereof.

5.4 The above provisions of subparagraph 5.3 shall not apply to technical or business information which: (1) was known to one of the parties prior to its receipt from the other; (2) is in the public domain or comes into the public domain without the fault of a party; (3) is hereafter disclosed to a party by a third party who has no obligation to keep the same confidential; or (4) is released from its confidential status by the disclosing party with the prior written consent of the other party to this Agreement.

Article VI PATENTS

6.1 In its sole discretion, the COMPANY may select and file patent applications with respect to the RESULTING TECHNOLOGY or PRODUCTS in those countries it deems appropriate. CONTRACTOR shall assist COMPANY therewith and CONTRACTOR shall execute all documents necessary to vest ownership of patent applications, RESULTING TECHNOLOGY or PRODUCTS in COMPANY. All expenses and fees for such patents, including attorneys' fees, shall be paid by the COMPANY.

Article VII TERM AND TERMINATION

7.1 This Agreement and the DEVELOPMENT SERVICES to be conducted hereunder shall include all work commenced on or after November 13, 1995 and covered by purchase orders or other

Luma Corp./Dr. Philip Branson

Rev. 5/8/94

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1992 3-11-74
3/12/94 3/16/94

PATENT

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REEL: 010841 FRAME: 0118

memoranda shall be deemed to have been performed under this Agreement, and this Agreement shall continue in effect until December 31, 1995, unless earlier terminated by the COMPANY upon notice to the CONTRACTOR.

7.2 This Agreement may be terminated immediately by the COMPANY under one or more of the following conditions:

7.2.1 if the CONTRACTOR becomes unable to timely perform the DEVELOPMENT SERVICES prescribed in the SOW.

7.2.2 if in its sole discretion, the COMPANY determines that development, marketing or distribution of the PRODUCTS will not be commercially feasible.

7.2.3 if, at any stage in the receipt of DEVELOPMENT SERVICES, the COMPANY is advised by counsel that the PRODUCTS do or may infringe the proprietary rights of a third party.

7.2.4 if the COMPANY determines that the sales potential of the PRODUCT is not or will not be adequate.

7.2.5 if litigation or threatened litigation prevents or otherwise inhibits market launch or continued sales of the PRODUCTS.

7.2.6 if either party shall at any time be in default of any of the terms and conditions of this Agreement, the other party may, by written notice specifying such default, demand performance thereof and upon failure of the defaulting party to cure the default within thirty (30) days of such demand, the non-defaulting party shall have the right to terminate this Agreement. In the event of termination, the CONTRACTOR shall be required to complete any DEVELOPMENT SERVICES in progress upon which payment has been or will be made. Termination shall not release the COMPANY from the obligation to pay for any such work and shall not release CONTRACTOR from its obligations under Article IV with respect to such work.

Article VIII INDEMNITY

8.1 To the extent provided in this paragraph, CONTRACTOR shall indemnify and hold the COMPANY harmless from and against any and all loss, damage, injury, claim, demand and expense, including legal expenses and attorneys' fees, of whatever nature, arising out of any third party claim of infringement of the PREVIOUSLY-DEVELOPED TECHNOLOGY AND KNOW-HOW. Should such third party initiate such claim, demand or legal action for a claim of infringement, COMPANY shall defend itself against such claim, demand or legal action and shall notify CONTRACTOR

thereof and CONTRACTOR shall give full cooperation and support with respect to the defense of such action, claim or demand. COMPANY shall have the right to settle or compromise such claim, demand or legal action at any time during the pendency thereof. Upon notice of such claim, demand or legal action, COMPANY shall immediately deduct from all amounts due CONTRACTOR under Paragraph 3 hereof and hold such sums in escrow solely for the purposes of payment of losses, damage, injury, claims demands, and legal expenses and attorney fees expended in defense. Such sums shall be deducted throughout the pendency of such claim, demand or legal action until the satisfaction or dismissal thereof, whether by settlement, compromise or otherwise. Any sums remaining in such escrow after payment of all claims, demands and legal expenses after such satisfaction or dismissal shall be returned to CONTRACTOR. Should the satisfaction or dismissal of such claim, demand or legal action include the obligation of COMPANY to pay a royalty for the manufacture, use or sale of PRODUCTS, such royalty shall be deducted up to twenty five percent (25 %) of the sums paid or payable to CONTRACTOR under Paragraph 3 hereof for the period which such royalty shall be due and payable.

8.2 The COMPANY shall defend, indemnify and hold CONTRACTOR and its officers and directors harmless from and against any and all products liability demands, claims, causes of action or damages, including reasonable attorney fees and expenses, arising out of, resulting from or related to the sale, distribution or use of Products. CONTRACTOR shall give COMPANY prompt notice of any such claim and full cooperation and support with respect to the defense of such action, suit, proceeding or claim.

Article IX WAIVER OF PERFORMANCE

9.1 A failure of either party hereto at any time to require performance by the other party of any provision will in no way affect the right of the party to require such performance at any future time.

Article X NOTICE

10.1 Any notice or other communication required or permitted to be given by either party pursuant to this Agreement will be given, in writing, by registered or certified mail, postage prepaid, addressed to each respective party at the address shown below:

If to COMPANY:

ATTN: President
Smith & Nephew Dyonics Inc.
160 Dascomb Road
Andover, Massachusetts 01810

If to CONTRACTOR:

ATTN: President
Luma Corporation
311 Court House Road
Princeton, WV 24740-2421

With a Copy to:

ATTN: General Manager
Smith & Nephew Dyonics Video Division
4533 Enterprise Drive
Oklahoma City, Oklahoma 73128

ATTN: General Counsel
Smith & Nephew North America
1450 Brooks Road
Memphis, Tennessee 38116

Article XI NONASSIGNMENT

11.1 CONTRACTOR may not assign any of its duties under this Agreement to any third party without the prior written consent of the COMPANY.

Article XII SEVERANCE

12.1 In the event that any portion of this Agreement not vital to the main purpose of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect.

Article XIII GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with the laws of the COMMONWEALTH OF MASSACHUSETTS.

Article XIV INDEPENDENT CONTRACTOR STATUS

14.1 This Agreement is neither to be construed as creating an employer-employee or principal-agent relationship between CONTRACTOR and COMPANY, nor is it to give rise to any status in CONTRACTOR other than that of independent contractor.

Article XV. FORCE MAJEURE

15.1 Neither party shall be held in breach of this Agreement for acts or omissions caused by any act of God or other cause beyond the control of the parties, including, but not limited to, fire, flood, labor disputes, or other such unforeseen or catastrophic circumstances.

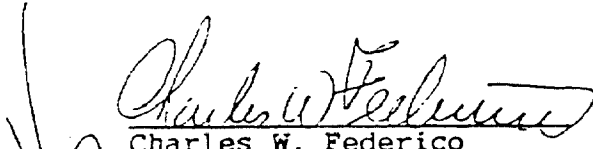
Article XVI ENTIRE AGREEMENT

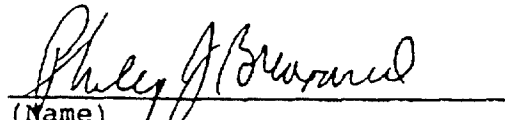
16.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein covered, and this Agreement shall not be modified, altered or amended in any way, except by a written modification executed by COMPANY and the CONTRACTOR.

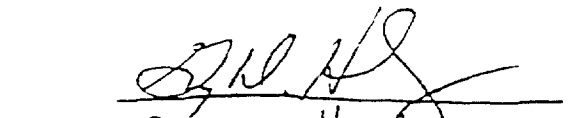
WHEREUPON THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND DATE FIRST WRITTEN ABOVE.

SMITH & NEPHEW DYONICS INC.

LUMA CORPORATION


Charles W. Federico
President


(Name)
(Title) President/CEO


GARY D. HENTLEY
President
S&N Dyonics Video Division