

07-09-2001



101769674

7-2-01

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PATENTS ONLY

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

1. Name of conveying party(ies):

Marc Long, Michael B. Cooper, Keith M. Kinnane;
Trevor Allen; and Jeff SchryverAdditional name(s) of conveying party(ies)
attached?☐ Yes☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: 05/21/01; 05/07/01;
05/08/01; 05/10/01

2. Name and address of receiving party(ies)

Name: Smith & Nephew, Inc.Internal Address: MLC/slw/2435USStreet Address:
1450 Brooks RoadCity: MemphisState: TennesseeZip: 38116Additional name(s) &
address(es) attached:☐ Yes☒ No

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

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

A. Patent Application No.(s):

09/792,681

B. Patent No.(s):

Additional numbers attached?

☐ Yes☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Melissa L. Sistrunk
FULBRIGHT & JAWORSKI L.L.P.Internal Address: Atty. Dkt.: HO-P02125US0
(10101667)Street Address: 1301 McKinney, Suite 5100City:
HoustonState: TXZip: 77010-30956. Total number of applications and
patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

06-2375

(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.*Melissa L. Sistrunk
Name of Person SigningMelissa L. Sistrunk
SignatureJune 28, 2001
DateTotal number of pages including cover sheet, attachments, and documents: 7

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Box Assignments, Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: June 28, 2001 Signature: Susan Hunter (Susan Hunter)

PATENT

REEL: 011941 FRAME: 0027

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this _____ day of _____, 2001, by Marc Long, residing at 911 Meda Street, Memphis, TN 38104; Michael B. Cooper, residing at _____, residing at 5665 Dunwoody Avenue, Memphis, TN 38120; Keith M. Kinnane, residing at 3372 Oak Road, Bartlett, TN 38135; Trevor Allen, residing at 4 Kings Close, Pocklington, York, East Yorkshire, YO42 2GX, United Kingdom; and Jeff Schryver, residing at 9382 Riveredge Drive, Cordova, TN 38108; and

WHEREAS, Assignors have invented certain new and useful improvements in MANUFACTURE OF BONE GRAFT SUBSTITUTES, set forth in a Patent application for Letters Patent of the United States, already filed on February 23, 2001 as U.S. application No. 09/792,681; and

WHEREAS, Smith & Nephew, Inc., a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 1450 Brooks Road; Memphis, TN 38116; U.S. (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

Melissa W. Acosta	45,872	J. Ashley Herring	P-47,644	Melissa Schwaller	46,089
Alberto Q. Amatong, Jr.	41,580	Paul E. Krieger	25,886	Jan K. Simpson	33,283
Ronald G. Bliss	28,691	Michael S. McCoy	46,913	Melissa L. Sistrunk	45,579
Gino Catena	45,546	John M. Mings	35,955	Edward D. Steakley	47,964
Paul L. DeVerter, II	19,747	Thomas D. Paul	32,714	William A. Stout	18,773
Marc L. Delflache	28,942	James W. Repass	30,487	Charles B. Walker, Jr.	43,231
David L. Fox	40,612	John E. Schneider	31,998	Richard S. Zembek	43,306
Eric B. Hall	46,751				

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.



Marc Long

Date: May 7, 2001

United States of America)
State of Tennessee) ss.: 247 796960
County of Shelby)

On this _____ day of _____, _____, before me personally came Marc Long, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public



Michael B. Cooper

Date: 5-7-01

United States of America)
State of Tennessee) ss.: 265-17-5326
County of shelby)

On this _____ day of _____, _____, before me
personally came Michael B. Cooper, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public


Keith M. Kinnane

Date: 5-8-01

United States of America)
State of TENNESSEE) ss.: 412-043308
County of SHELBY)

On this _____ day of _____, _____, before me
personally came Keith M. Kinnane, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public

7. 22

State of United Kingdom - ss.:
County of North Yorkshire

R. Taylor

Notary Public

Date: _____

On this _____ day of _____, _____, before me personally came _____ Jeff Schryver _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

5

Date: _____

_____))
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me
personally came Trevor Allen, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public


Jeff Schryver

Date: 5/10/01

United States of America _____)
State of Tennessee _____) ss.: 554-70-4489
County of Shelby _____)

On this _____ day of _____, _____, before me
personally came Jeff Schryver, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public