

07-11-2002

Form PTO-1595 (Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇔ ⇔ ▼ ▼ ▼	(52191)					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.						
1. Name of conveying party(ies): David Lee Evans Robert Brosnahan Christopher Patrick Carson Albert J. Pothier Greg Marik Additional name(s) of conveying party(ies) attached? Yes No	2. Name and address of receiving party(ies) Name: SMITH & NEPHEW, INC. Internal Address:					
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name	Street Address: 1450 Brooks Road					
Other05/09/02 - 05/06/02 - 05/02/02 Execution Date: 05/14/02 - 06/10/02	City Memphis State: TN Zip: 38116 Additional name(s) & address(es) attached? Yes V 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 application is: A. Patent Application No.(s) 10/060,014 B. Patent No.(s)						
Additional numbers attr	ached? Yes V No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Brett A. North Internal Address: Garvey, Smith, Nerhbass & Doody, L.L.C.	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account					
Street Address: 3838 North Causeway Blvd. Suite 3290 City: Metairie State: LA Zip: 70002	8. Deposit account number: 50-0694					
DO NOT USE THIS SPACE						
9. Signature. Brett A. North Name of Person Signing Total number of pages including cover	Signatule Date per sheet, attachments, and documents: 5					

Brett:\61560.852P3-ARF.pdf

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

07/10/2002 DBYRNE 00000087 10060014 01 FC:581 40.00 DP

ASSIGNMENT

WHEREAS, We, David Lee Evans, Greg Marik, Robert Brosnahan, Christopher Patrick Carson and Albert J. Pothier, are joint inventors of "MOBILE BEARING KNEE PROSTHESIS", application for U.S. Letters Patent filed herewith;

WHEREAS, SMITH & NEPHEW, INC., a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid by SMITH & NEPHEW, INC. and for other good and valuable considerations, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to SMITH & NEPHEW, INC., all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, continuations-in-part, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by SMITH & NEPHEW, INC. for its own use and benefit, and for the use and other successors, assigns, or its benefit of representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, continuations-in-part, and reissues thereof, to SMITH & NEPHEW, INC., as assignee of our entire interest, and hereby covenant that we have the full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith.

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PATENT REEL: 013060 FRAME: 0588

And we further hereby covenant and agree that we will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to SMITH & NEPHEW, INC., its successors, assigns, or other legal representatives and that if SMITH & NEPHEW, INC., its successors, assigns or other legal representatives shall desire to file any divisional, continuation, or continuation-in-part applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional, continuation, or continuation-in-part application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And we do further covenant and agree that we will, at any time upon request, communicate to SMITH & NEPHEW, INC., its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED	THIS	741	day	of	May		_′	20 <u>02</u> .
			Ī	A Davi	d Lee	Maus Evans	-	

STATE OF TENNESSEE COUNTY OF SHELBY

BEFORE ME, the undersigned authority, on this day personally appeared David Lee Evans, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 9th day of

Motary Public in and for The State of Tennessee

My commission expires

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My Commission expires

My Commission Expires
May 11, 2004
PATENT

REEL: 013060 FRAME: 0589

EXECUTED THIS	day of May 2002. Robert Brosnahah
STATE OF TENNESSEE COUNTY OF SHELBY	

BEFORE ME, the undersigned authority, on this day personally appeared Robert Brosnahan, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

MOTARY
PUBLIC

AT

LARGE
My commission expires 1-31-04

EXECUTED THIS 2 day of Michael Carson

Christopher Patrick Carson

STATE OF TENNESSEE COUNTY OF SHELBY

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Patrick Carson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this $\frac{2}{2}$ day of $\frac{2002}{2}$.



Notary Public in and for
The State of Tennessee
My commission expires 1-31-04

EXECUTED THIS 14 day of Ωu , 2002. STATE OF TENNESSEE COUNTY OF SHELBY BEFORE ME, the undersigned authority, on this day personally appeared Albert J. Pothier, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND and seal of office this 4 day of 11ay , 2002, The State of Tennessee My commission expires 1-31-2004 AT EXECUTED THIS _____ day of ____ MARIK STATE OF TENNESSEE COUNTY OF SHELBY BEFORE ME, the undersigned authority, on this day personally appeared GREG MARIK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed. GIVEN UNDER MY HAND and seal of office this 10th day of June, 20<u>02</u>.

Notary Public in and for The State of Tennessee My Commission expires 3506

RECORDED: 07/02/2002