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102304275

To the Honorable Commissioner of Patents and Trademarks, Please receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

C. Wayne ALLEN, Kevin BELEW, Alisha BERGIN, Phil FREDERICK, Jerry L. JONES, David C. KELMAN, Richard D. LAMBERT, Terry MC LEAN, Jeffrey J. SHEA

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Smith & Nephew, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1450 Brooks Road

City: Memphis State: Tennessee Zip: 38116

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

3. Nature of conveyance: **12-2-02**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: November 12, 2002

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

If this document is being filed together with a new application, the execution data of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

10/230,040

Additional numbers attached? ☐ Yes ☒ No

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

Name: Chief Patent Counsel

Internal Address: Smith & Nephew, Inc.

Street Address: 1450 Brooks Road

City: Memphis State: TN Zip: 38116

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

11-0855

(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.

Christopher J. Chan, Reg. No. 44,070

Name of Person Signing

Christopher J. Chan  
Signature

26 November 2002

Date

Total number of pages including cover sheet, attachments, and documents: 11

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## ASSIGNMENT


WHEREAS, We, C. Wayne Allen, Kevin Belew, Alisha Bergin, Phil Frederick, Jerry L. Jones, David C. Kelman, Richard D. Lambert, Terry McLean and Jeffrey J. Shea (hereinafter referred to as ASSIGNORS), have invented certain inventions and improvements disclosed in an application for Letters Patent entitled **“Systems, Methods, and Apparatuses for Clamping and Reclamping an Orthopedic Surgical Cable,”** filed in the U.S. Patent and Trademark Office on August 28, 2002 and assigned U.S. Serial No. 10/230,040; and

WHEREAS, Smith & Nephew, Inc., a corporation of the State of Delaware, having a principal place of business at 1450 Brooks Road, Memphis, Tennessee (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer unto said ASSIGNEE, the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, application and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all

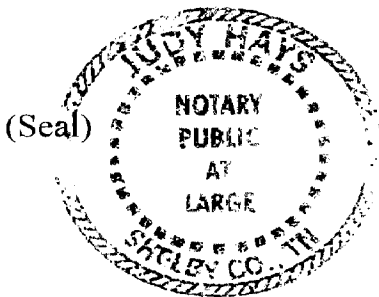
ASSIGNMENT

instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

  
C. Wayne Allen

STATE OF TENNESSEE

Before me, a Notary Public in and for the State of Tennessee on this 12 day of November, 2002, personally appeared **C. Wayne Allen**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



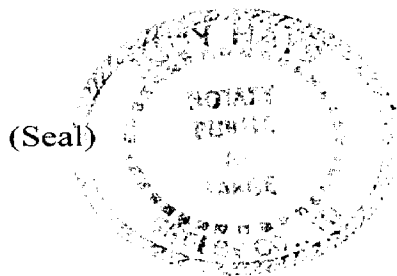
  
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My Commission Expires:

My Commission Expires  
31 January 2004

  
\_\_\_\_\_  
Kevin Belew

STATE OF TENNESSEE

Before me, a Notary Public in and for the State of Tennessee on this 12 day of November, 2002, personally appeared **Kevin Belew**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



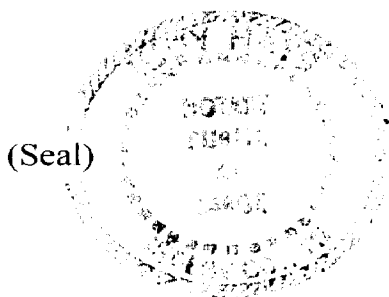
  
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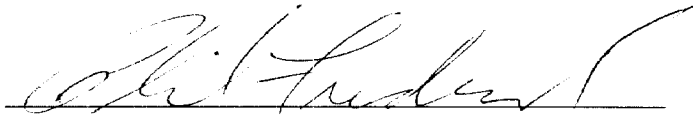
  
Alisha Bergin

STATE OF TENNESSEE

Before me, a Notary Public in and for the State of Tennessee on this 12 day of November 2002, personally appeared **Alisha Bergin**, who being duly sworn, signed and acknowledged the foregoing Assignment as her free act and deed.

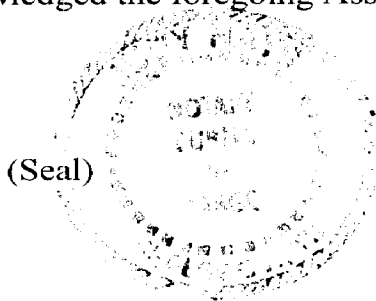


  
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Phil Frederick

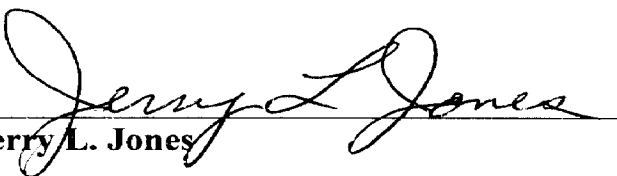
STATE OF TENNESSEE

Before me, a Notary Public in and for the State of Tennessee on this 12 day of November, 2002, personally appeared **Phil Frederick**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



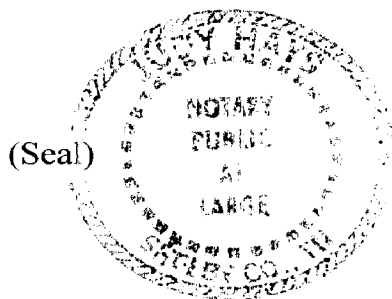
  
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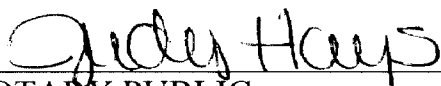
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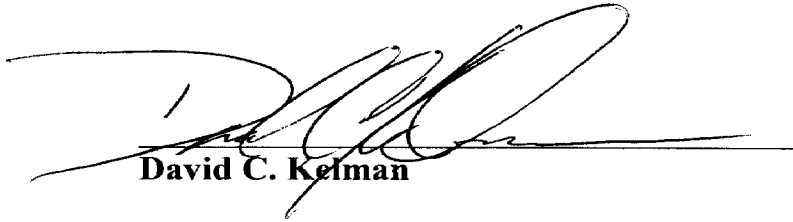
  
Jerry L. Jones

STATE OF TENNESSEE

Before me, a Notary Public in and for the State of Tennessee, on this 12 day of November, 2002, personally appeared **Jerry L. Jones**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



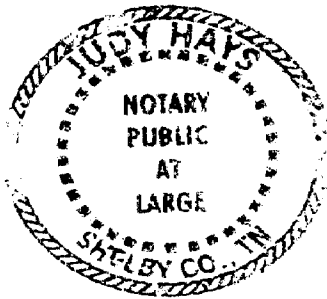
  
NOTARY PUBLIC  
My Commission Expires: **My Commission Expires  
31 January 2004**

  
David C. Kelman

STATE OF TENNESSEE

Before me, a Notary Public in and for the State of Tennessee, on this 12 day of November, 2002, personally appeared **David C. Kelman**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(Seal)



  
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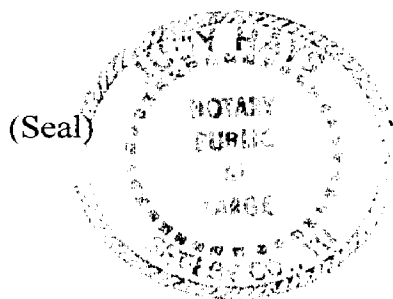
**My Commission Expires  
31 January 2004**




  
Richard D. Lambert


STATE OF TENNESSEE

Before me, a Notary Public in and for the State of Tennessee, on this 12 day of November, 2002, personally appeared **Richard D. Lambert**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



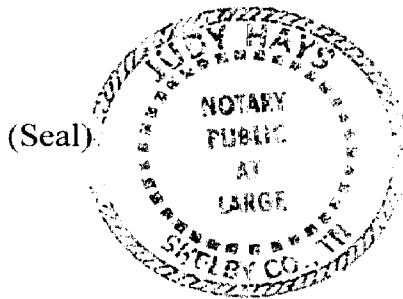
  
NOTARY PUBLIC  
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**My Commission Expires  
31 January 2004**

  
\_\_\_\_\_  
Terry McLean

STATE OF TENNESSEE

Before me, a Notary Public in and for the State of Tennessee on this 12 day of November, 2002, personally appeared **Terry McLean**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

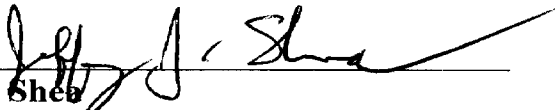


  
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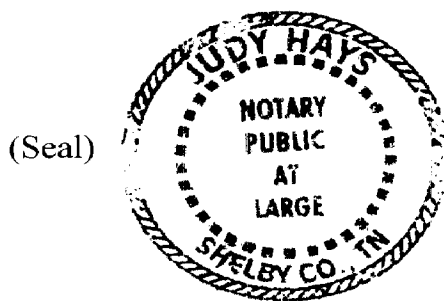
Filed: August 28, 2002

ASSIGNMENT

  
\_\_\_\_\_  
Jeffrey J. Shea

STATE OF TENNESSEE

Before me, a Notary Public in and for the State of Tennessee on this 12 day of November, 2002, personally appeared **Jeffrey J. Shea**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

My Commission Expires  
31 January 2004