

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 8/30/2005)

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
 Randy Fesmire (09/07/2004), Harsh Gupta (09/07/2004),
 Daniel A. Heuer (09/08/2004), and Gordon Hunter
 (09/03/2004)

Execution Dates: in parentheses after inventor name

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other

2. Name and address of receiving party(ies)

Name: Smith & Nephew Inc.

Internal Address: _____

Street Address: _____

Smith & Nephew, Inc.
1450 Brooks Road

City: Memphis

State: Tennessee

Country: United States of America Zip: 38116

Additional name(s) & address(es) attached: Yes No

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
10/313,205

B. Patent No.(s)

Additional numbers attached? Yes No

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

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

Name: Gino Catena
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: HO-P02342US1
 Street Address: 1301 McKinney, Suite 5100

City: Houston

State: TX Zip: 77010-3095

Phone Number: (713) 651-5144

Fax Number: (713) 651-5246

Email Address: gcatena@fulbright.com

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 06-2375
 Authorized User Name Gino Catena

9. Signature.

Gino Catena Signature October 1, 2004 Date

Gino Catena - 45,546 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Recordation Form Cover Sheet

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995, on the date shown below.

Dated: October 1, 2004 Signature: *Beth J. Cobb* (Beth J. Cobb)

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Assignment

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office at Fax No. (703) 306-5995 on the date shown.

Dated: October 1, 2004

Signature: 

(Beth J. Cobb)

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Randy Fesmire; Harsh Gupta; Daniel A. Heuer; and Gordon Hunter (hereinafter referred to as Assignors), residing at 2465 Oak Woods Drive East, Hernando, Mississippi 38632; 1085 Island Place East, Memphis, Tennessee 38103; 2029 Cowden Avenue, Memphis, Tennessee 38104; and 8394 Drury Lane, Germantown, Tennessee 38139, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **IN-SITU OXIDIZED TEXTURED SURFACES FOR PROSTHETIC DEVICES AND METHOD OF MAKING SAME**, set forth in a Patent Application for Letters Patent of the United States, already filed on December 6, 2002 as U.S. Application No. 10/313,205; and

WHEREAS, Smith & Nephew Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at Smith & Nephew, Inc., 1450 Brooks Road, Memphis, Tennessee 38116 (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 therefore and thereon.

NOW, THEREFORE, for 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 therefore 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, 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.

All practitioners at Customer Number 26271

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

Date: 7 SEP 04

Signature: 
RANDY FESMIRE

7/7/04

Signature:

Harsh

HARSH GUPTA

Date: 9/8/04

Signature: 
DANIEL A. HEUER

Date: 9/3/04

Signature: 
GORDON HUNTER