PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
Gordon Hunter	06/30/2006
Catherine M. Asgian	07/05/2006
Gary L. Hines	06/30/2006

RECEIVING PARTY DATA

Name:	Smith & Nephew, Inc.
Street Address:	1450 East Brooks Road
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38116

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11431764

CORRESPONDENCE DATA

Fax Number: (713)651-5246

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Gino Catena Correspondent Name: Address Line 1: 1301 McKinney Address Line 2: Suite 5100

Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	S&N/P01576US4/10606074	
NAME OF SUBMITTER:	Gino Catena	

Total Attachments: 5

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PATENT REEL: 017944 FRAME: 0424

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> PATENT REEL: 017944 FRAME: 0425

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this day, by Gordon Hunter; Catherine M. Asgian; and

Gary L. Hines (hereinafter referred to as Assignors), residing at 8394 Drury Lane, Germantown,

Tennessee 38139; 9709 Cimarron Trail, Minnetonka, Minnesota 55305; and 6695 Bright Star

Lane, Bartlett, Tennessee 38134; respectively;

WHEREAS, Assignors have invented certain new and useful improvements in

METHOD OF SURFACE OXIDIZING ZIRCONIUM AND ZIRCONIUM ALLOYS AND

RESULTING PRODUCT, set forth in a Patent application for Letters Patent of the United States,

already filed on May 10, 2006 as U.S. application No. 11/431,764; and

WHEREAS, Smith & Nephew, Inc., a 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

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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

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

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PATENT REEL: 017944 FRAME: 0427

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: 6/30	/o6 Signatu	
,		Gordon Hunter
Date:	Signatu	re:Catherine M. Asgian
Date:	Signatu	re:
***************************************	~.5	Gary L. Hines

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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:	Signature:	Gordon Hunter
Date: 7/5/06	Signature:	Catherine M. Asgian
Date:	Signature:	Gary I Hines

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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:		Signature:	
			Gordon Hunter
Date:		Signature:	
			Catherine M. Asgian
	\ <i>x</i>		
Date:	6-30-06	Signature:	Any Allines
-			Gary L. Hines

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RECORDED: 07/17/2006

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