

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>MR. BRIAN J. MC GINLEY</td><td>12/23/2003</td></tr><tr><td>MR. DANIEL MC COMBS</td><td>12/17/2003</td></tr><tr><td>MR. CHESTER PAUL WHEELER</td><td>12/17/2003</td></tr></tbody></table>		Name	Execution Date	MR. BRIAN J. MC GINLEY	12/23/2003	MR. DANIEL MC COMBS	12/17/2003	MR. CHESTER PAUL WHEELER	12/17/2003		
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>SMITH & NEPHEW, INC.</td></tr><tr><td>Street Address:</td><td>1450 BROOKS ROAD</td></tr><tr><td>City:</td><td>MEMPHIS</td></tr><tr><td>State/Country:</td><td>TENNESSEE</td></tr><tr><td>Postal Code:</td><td>38116</td></tr></table>		Name:	SMITH & NEPHEW, INC.	Street Address:	1450 BROOKS ROAD	City:	MEMPHIS	State/Country:	TENNESSEE	Postal Code:	38116
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
Fax Number: (404)815-6555 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 4048156500											
Email: ipefiling@kilpatrickstockton.com											
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ATTORNEY DOCKET NUMBER:	50642/294963										
NAME OF SUBMITTER:	Angela M. Rossi										
Total Attachments: 4 source=Assignment#page1.tif											

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ASSIGNMENT

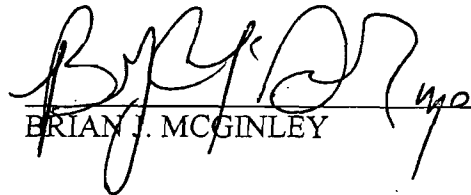
WHEREAS, We, Brian J. MCGINLEY, Daniel MCCOMBS, and Chester Paul WHEELER (hereinafter referred to as ASSIGNORS), have invented certain inventions and improvements disclosed in a provisional application entitled "**Minimally Invasive Surgery Cutting Block**" filed in the U.S. Patent and Trademark Office on November 14, 2003 and assigned U.S. Serial No. 60/520,097; and

WHEREAS, Smith & Nephew, Inc., a corporation of the State of Delaware, having a principal place of business at 1450 Brooks Road, Memphis, Tennessee 38116 (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 provisional and utility applications 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 instruments and documents required for the making and prosecution of applications

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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.


BRIAN J. MCGINLEY

STATE OF New York)
COUNTY OF Suffolk) ss.

Before me, a Notary Public in and for the State of New York, on this 23rd day of December, 2003, personally appeared BRIAN J. MCGINLEY, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(Seal)


NOTARY PUBLIC
My Commission Expires:

SUZANNE LEGOURI
Notary Public, State of New York
No. 8018830
Qualified in Suffolk County
Commission Expires 12/31/2006

ASSIGNMENT

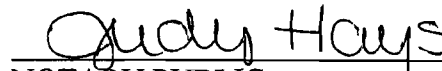
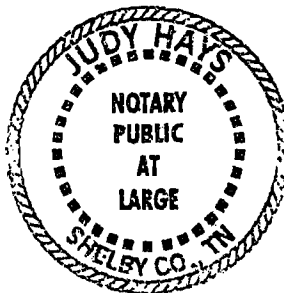


DANIEL MCCOMBS

STATE OF Tennessee
COUNTY OF Shelby) ss.

Before me, a Notary Public in and for the State of Tennessee, on this 17 day of December, 2003, personally appeared DANIEL MCCOMBS, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(Seal)



NOTARY PUBLIC

My Commission Expires:

My Commission Expires
31 January 2004

U.S. Serial No. 60/520,097

Filed: November 14, 2003

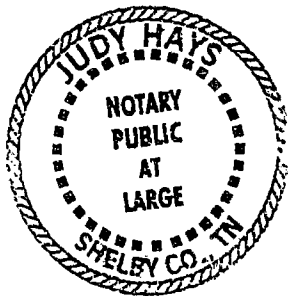
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Chester Paul Wheeler
CHESTER PAUL WHEELER

STATE OF - Tennessee
COUNTY OF Shelby) ss.

Before me, a Notary Public in and for the State of Tennessee, on this 17 day of December, 2003, personally appeared CHESTER PAUL WHEELER, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(Seal)



Judy Hays

NOTARY PUBLIC

My Commission Expires:

My Commission Expires
31 January 2004