### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name              | Execution Date |
|-------------------|----------------|
| Luke A. GIBSON    | 05/06/2010     |
| Kevin W. BELEW    | 05/06/2010     |
| James C. GATEWOOD | 05/06/2010     |

#### RECEIVING PARTY DATA

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

#### PROPERTY NUMBERS Total: 1

| Property Type | Number    |
|---------------|-----------|
| PCT Number:   | US1034058 |

#### **CORRESPONDENCE DATA**

Fax Number: (216)363-4588

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

Phone: 216-363-4500

Email: patent@beneschlaw.com

Correspondent Name: Bryan JAKETIC
Address Line 1: 200 Public Square

Address Line 2: Suite 2300

Address Line 4: Cleveland, OHIO 44114

| ATTORNEY DOCKET NUMBER: | 27214-7 1051     |
|-------------------------|------------------|
| NAME OF SUBMITTER:      | Bryan J. JAKETIC |

Total Attachments: 5

source=AssignmentFiled#page1.tif

PATENT REEL: 024355 FRAME: 0145 OF \$40.00 US1034058

501170501

source=AssignmentFiled#page2.tif source=AssignmentFiled#page3.tif source=AssignmentFiled#page4.tif source=AssignmentFiled#page5.tif

#### ASSIGNMENT

THIS ASSIGNMENT is made by Luke A. GIBSON, residing at 4992 Glenalden Cv., Southaven, MS 38672, Kevin W. BELEW, residing at 1425 Big Ben North Drive, Hernado, MS 38632, and James C. GATEWOOD, residing at 4025 Paula Drive, Memphis, TN 38116 (hereinafter collectively referred to as "ASSIGNOR");

WHEREAS, Assignor has invented certain new and useful improvements in a MODULAR TRIAL HEADS FOR A PROSTHETIC, set forth in a patent application for Letters Patent of the United States, filed on May 7, 2010, as Application No. PCT/USEO/34056 and in a provisional patent application in the United States, filed on May 7, 2009 as Provisional Application No. 61/176,458 (hereinafter collectively referred to as "Applications"); and

WHEREAS, Smith & Nephew, Inc. a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business at 1450 Brooks Road, Memphis, TN 38116 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions and said Applications, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has 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 Applications, and in and to any and all direct and indirect non-provisionals, divisions, continuations and continuations-in-part of said Applications, and any and all Letters Patent in the United States and all foreign countries that 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 my be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants 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, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and applications for said Letters Patent, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor 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, without charge to Assignee, its successors, legal representatives an assigns, 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 Applications, 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 Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said Applications and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants 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:

## BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP

All practitioners at Customer Number 21130.

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

| IN WITNES                                  | SS WHEREOF, Assignor has caused this Assignment to be executed on this, 2010.  |
|--|--|
| Signature:                                 | Luke A. GIBSON   |
|  | L.G. 55:10  Mir Tennesse )  Shelby )  s 5 day of May , 2010, before me appeared the person mentioned in and who acknowledged that she/he executed the same as a free act for the use and purpose |
|  |  |
| IN WITNESS day of                          | S WHEREOF, Assignor has caused this Assignment to be executed on this, 2010.   |
| Signature:                                 | Kevin W. BELEW   |
| STATE OF COUNTY OF                         | )  |
| On this signed this assig therein mentione | day of, 2010, before me appeared the person mentioned in and who and the comment, who acknowledged that she/he executed the same as a free act for the use and purposes                          |

| IN WITNES day of  | S WHEREOF, Assignor has caused this Assignment to be executed on this, 2010.   |
|---|--|
| Signature:  | Luke A. GIBSON   |
| STATE OF  COUNTY OF  On this signed this assigned therein mentioned | day of, 2010, before me appeared the person mentioned in and who gnment, who acknowledged that she/he executed the same as a free act for the use and purposes ed.   |
| IN WITNESS day of   | WHEREOF, Assignor has caused this Assignment to be executed on this  |
| COUNTY OF On this   | TENNESSEE  BHEBY  2010, before me appeared the person mentioned in and who ment, who acknowledged that she/he executed the same as a free act for the use and purposes d.  Comment, who acknowledged that she/he executed the same as a free act for the use and purposes d.  Comment, who acknowledged that she/he executed the same as a free act for the use and purposes d.  Comment, who acknowledged that she/he executed the same as a free act for the use and purposes d.  Comment, who acknowledged that she/he executed the same as a free act for the use and purposes d.  Comment, who acknowledged that she/he executed the same as a free act for the use and purposes d. |

| IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on this day of MA 2010.   |
|--|
| Signature: James C. Jaluwr James C. GATEWOOD   |
| STATE OF TENDESSEE  COUNTY OF SIELS Y  On this Letter day of Mel , 2010, before me appeared the person mentioned in and who signed this assignment, who acknowledged that she/he executed the same as a free act for the use and purposes therein mentioned.   |
| COMMISSION EXPIRES:  MAY 31, 2010  THE STATE OF THE STATE |

**RECORDED: 05/07/2010** 

Doc 3574912 Ver 1