

PATENT ASSIGNMENT COVER SHEET

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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>DAVID C. KELMAN</td> <td>06/25/2012</td> </tr> <tr> <td>RICHARD LAMBERT</td> <td>06/25/2012</td> </tr> <tr> <td>CRAIG DELLA VALLE</td> <td>06/27/2012</td> </tr> <tr> <td>SACHIN P. BUDHABHATTI</td> <td>07/09/2012</td> </tr> </tbody> </table>		Name	Execution Date	DAVID C. KELMAN	06/25/2012	RICHARD LAMBERT	06/25/2012	CRAIG DELLA VALLE	06/27/2012	SACHIN P. BUDHABHATTI	07/09/2012
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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: 4											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>61493260</td> </tr> <tr> <td>Application Number:</td> <td>61561619</td> </tr> <tr> <td>PCT Number:</td> <td>US2012040164</td> </tr> <tr> <td>Application Number:</td> <td>14123492</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	61493260	Application Number:	61561619	PCT Number:	US2012040164	Application Number:	14123492
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Application Number:	61493260										
Application Number:	61561619										
PCT Number:	US2012040164										
Application Number:	14123492										
CORRESPONDENCE DATA											
Fax Number:	(617)235-9492										
Phone:	(212) 596-9000										
Email:	petra.valentin@ropesgray.com										
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>											
Correspondent Name:	ROPES & GRAY LLP										
Address Line 1:	1211 AVENUE OF THE AMERICAS										
Address Line 4:	NEW YORK, NEW YORK 10036										
ATTORNEY DOCKET NUMBER:	105826-0044-301										

PATENT

NAME OF SUBMITTER:	PETRA VALENTIN
Signature:	/PETRA VALENTIN/
Date:	01/07/2014
<p>Total Attachments: 8</p> <p>source=105826-0044-301-Assignment#page1.tif</p> <p>source=105826-0044-301-Assignment#page2.tif</p> <p>source=105826-0044-301-Assignment#page3.tif</p> <p>source=105826-0044-301-Assignment#page4.tif</p> <p>source=105826-0044-301-Assignment#page5.tif</p> <p>source=105826-0044-301-Assignment#page6.tif</p> <p>source=105826-0044-301-Assignment#page7.tif</p> <p>source=105826-0044-301-Assignment#page8.tif</p>	

CONFIRMATORY ASSIGNMENT

WHEREAS, we, **David C. Kelman, Richard Lambert, Craig Della Valle and Sachin Budhabhatti**, have invented one or more inventions described in the applications for letters patent described in Schedule A (collectively, the "Applications");

WHEREAS, **SMITH & NEPHEW, INC.**, (hereinafter "Assignee"), a corporation organized and existing under the laws of the State of Delaware and having principal offices at 1450 Brooks Road, Memphis, Tennessee 38116, desires to acquire an interest in the Applications in accordance with agreements duly entered into with us;

WHEREAS, the aforesaid inventors are obliged by terms of employment or other agreement to assign all right, title and interest in the Applications to Assignee;

NOW, THEREFORE, in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we confirm that we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said Applications (and all inventions described therein) and such patents as may issue thereon, and any reissue, continuation, continuation-in-part, divisional and foreign counterparts thereof and including the right to claim priority under any applicable statute, treaty or convention based on said Applications or inventions thereof; said Applications and patents to be held and enjoyed by said Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by us had this assignment not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing such Applications, all choses in action pertaining to the Applications or patents including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the Applications or patents. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said Applications, carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all such patents to Assignee for its own name as assignee of the entire right, title and interest therein;

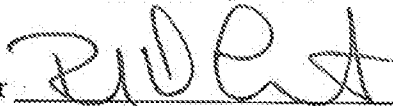
AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid Applications and patents to said Assignee, its successors, assigns and legal representatives, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, continuation or continuation-in-part applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved;

[Remainder of Page Intentionally Left Blank]

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such patents as shall be granted upon said Applications or applications based thereon to said Assignee, its successors, assigns, and legal representatives.

Inventor  Date: 6-25-2012
David C. Kelman

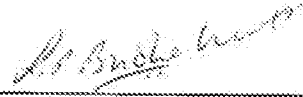
Address 10306 West Shrewsbury Run
Collierville, Tennessee 38017

Inventor  Date: 6-25-2012
Richard Lambert

Address 2115 Oaklawn Lane
Germantown, Tennessee 38139

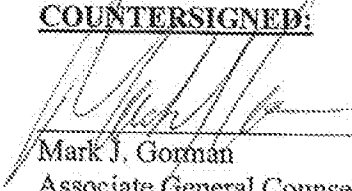
Inventor _____ Date: _____
Craig Della Valle

Address 600 North Lake Shore Drive
Apt. 2805
Chicago, IL 60611

Inventor  Date: 7-09-2012
Sachin P. Budhabhatti

Address 10438 Cloudy Cape Cove
Collierville, Tennessee 38017

COUNTERSIGNED:


Mark J. Gorman
Associate General Counsel – Intellectual Property
Smith & Nephew, Inc.

Date: 7/10/2012

SCHEDULE A

Serial No.	Filing Date	Title	File
61/493,260	June 3, 2011	GUIDES AND PROSTHESIS COMPRISING PATIENT- MATCHED FEATURES	PT-3971-US-PSP
61/561,619	November 18, 2011	GUIDES AND PROSTHESIS COMPRISING PATIENT- MATCHED FEATURES	PT-3971-US-PSP2
PCT/US12/40164	May 31, 2012	PROSTHESIS GUIDE COMPRISING PATIENT- MATCHED FEATURES	PT-3911-WO-PCT

CONFIRMATORY ASSIGNMENT

WHEREAS, we, David C. Kelman, Richard Lambert, Craig Della Valle and Sachin Budhabhatti, have invented one or more inventions described in the applications for letters patent described in Schedule A (collectively, the "Applications");

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WHEREAS, the aforesaid inventors are obliged by terms of employment or other agreement to assign all right, title and interest in the Applications to Assignee;

NOW, THEREFORE, in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we confirm that we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said Applications (and all inventions described therein) and such patents as may issue thereon, and any reissue, continuation, continuation-in-part, divisional and foreign counterparts thereof and including the right to claim priority under any applicable statute, treaty or convention based on said Applications or inventions thereof; said Applications and patents to be held and enjoyed by said Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by us had this assignment not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing such Applications, all choses in action pertaining to the Applications or patents including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the Applications or patents. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said Applications, carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all such patents to Assignee for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid Applications and patents to said Assignee, its successors, assigns and legal representatives, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, continuation or continuation-in-part applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved;

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David C. Kelman

Date: _____

Address 10306 West Shrewsbury Run
Collierville, Tennessee 38017

Inventor _____

Richard Lambert

Date: _____

Address 2115 Oaklawn Lane
Germantown, Tennessee 38139

Inventor _____

Craig Della Valle

Date: 6-27-12

Address 600 North Lake Shore Drive
Apt. 2805
Chicago, IL 60611

Inventor _____

Sachin P. Budhabhatti

Date: _____

Address 10438 Cloudy Cape Cove
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COUNTERSIGNED:

Mark J. Gorman
Associate General Counsel -- Intellectual Property
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