

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3698613

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	S2 INTERACTIVE INC.	08/04/2015
RECEIVING PARTY DATA		
Name:	SMITH & NEPHEW ORTHOPAEDICS AG	
Street Address:	OBERNEUHOFSTRASSE 10D	
City:	BAAR	
State/Country:	SWITZERLAND	
Postal Code:	6340	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13338900
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(202) 783-5070	
Email:	apsi@fr.com	
Correspondent Name:	NICHOLAS JEPSEN	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	21329-0100001	
NAME OF SUBMITTER:	EDWARD G. FAETH	
SIGNATURE:	/Edward G. Faeth/	
DATE SIGNED:	01/15/2016	
Total Attachments: 7		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of July 30, 2015, is by and between Smith & Nephew Orthopaedics AG, an entity organized under the Laws of Switzerland ("Assignee") and S2 Interactive Inc., a Delaware Corporation ("Assignor").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B, and C (the "Assigned IP");

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of May 5, 2015 (the "Asset Purchase Agreement") between the Assignee named therein and the Assignor named therein pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the applicable Patent, Trademark, and Copyright Offices.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:


1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Asset Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Asset Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including,

without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Assignment of Copyright. Effective as of the date hereof, and pursuant to the Asset Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Copyright set forth in Schedule C hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the copyright; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Copyright").
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Tennessee without giving effect to the conflict of laws rules thereof.
6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
7. Miscellaneous. This Assignment is subject to all the terms and conditions of the Asset Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

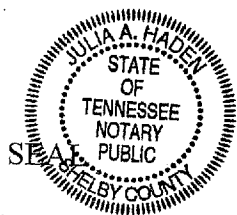
S2 INTERACTIVE INC.

By: 
Larry Foster
President

Date: 8/04/15

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

Before me, the undersigned authority, on this 4 day of August, 2015, personally appeared Larry Foster, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.



MY COMMISSION EXPIRES:
November 14, 2015


Notary Public

11-14-2015
Commission Expiration

SMITH & NEPHEW ORTHOPAEDICS AG

By: Marty Comer

Title: PATENTS MANAGER

Date: 12 AUGUST 2015.

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

Before me, the undersigned authority, on this _____ day of _____, 2015, personally appeared _____ known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Notary Public

SEAL

Commission Expiration

Schedule A-Trademarks

Mark	Registraton No.	Status
S2 Design	4,201,862	Registered
S2 INTERACTIVE	4,305,757	Registered
REPASSIST	4,321,658	Registered
TRAYTOUCH	4,506,159	Registered
VIRTUAL BACKTABLE	4,335,635	Registered

Schedule B-Patents

Title	Country	Serial Number	Status
Surgical Instrument Selection System	United States	13/338,840	Pending
Surgical Instrument Training System	United States	13/338,900	Pending

Schedule C - Copyrights

Title	Country	Registration Number	Status
Surgical Instrument Selection System	United States	TX 7-411-503	Registered