

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7984506

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LIQUIDATION AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ORTHOPAEDIC BIOSYSTEMS LTD., INC.	03/31/2023
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
	Patent Number:	8690898
CORRESPONDENCE DATA		
Fax Number:	(901)721-2563	
<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:	9787491023	
Email:	maureen.capozzi@smith-nephew.com	
Correspondent Name:	MAUREEN CAPOZZI	
Address Line 1:	150 MINUTEMAN ROAD	
Address Line 4:	ANDOVER, MASSACHUSETTS 01810	
ATTORNEY DOCKET NUMBER:	PT-2521-US-CNT	
NAME OF SUBMITTER:	MAUREEN CAPOZZI	
SIGNATURE:	/Maureen Capozzi/	
DATE SIGNED:	06/01/2023	
Total Attachments: 3		
source=Liquidation Agreement#page1.tif		
source=Liquidation Agreement#page2.tif		
source=Liquidation Agreement#page3.tif		

LIQUIDATION AGREEMENT

This LIQUIDATION AGREEMENT is made as of this 31st day of March, 2023 by and between Orthopaedic Biosystems Ltd., Inc., an administratively dissolved Arizona corporation and a wholly owned subsidiary of S&N with an address of 1450 Brooks Rd., Memphis, Tennessee 38116 (USA), (hereinafter, "OBL") and Smith & Nephew, Inc. a Delaware corporation, and OBL's parent company which owns the entire share capital of OBL with an address of 1450 Brooks Rd., Memphis, Tennessee 38116 (USA) (hereinafter "S&N").

PRELIMINARY STATEMENTS

- A. OBL licensed its intellectual property rights to S&N and S&N agreed to such license and payment of a royalty pursuant to the License Agreement dated as of January 1, 2001 a copy of which is attached hereto ("License Agreement").
- B. OBL has adopted, and S&N has approved, the adoption by OBL of a plan of complete liquidation, in accordance with Section 332 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (a "Plan of Complete Liquidation"), subject to the approval by Parent, pursuant to which OBL will transfer and distribute to Parent, in exchange for the complete cancellation and redemption of all the outstanding stock of OBL and in complete liquidation and dissolution of OBL, all of OBL remaining assets of every kind and nature both tangible and intangible, including all intellectual property rights (including those listed on Exhibit A) and all accounts receivables ("OBL Assets") and all its remaining liabilities ("OBL Liabilities").
- C. OBL is entering into this Agreement in accordance with and pursuant to the provisions of Section 10-1405 of the Arizona Revised Statutes (Effects of Dissolutions).
- D. S&N is willing to accept the transfer and distribution of the OBL Assets and OBL Liabilities in exchange for the complete cancellation and redemption of all of the outstanding stock of OBL and in complete liquidation and dissolution of OBL.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, OBL and S&N agree as follows:

AGREEMENTS:

- 1. Effective immediately after the adoption by OBL, and the approval of S&N, of the Plan of Complete Liquidation ("Effective Date"), OBL transfers and distributes all of its rights, title and interest in and to all OBL Assets to S&N and its successors and assigns in exchange for the complete cancellation and redemption of all of the outstanding stock of OBL and in complete liquidation and dissolution of OBL.

2. Effective as of the Effective Date, S&N accepts the transfer and distribution of the OBL's Assets and OBL Liabilities.
3. S&N agrees to pay any sales, transfer or similar tax due or arising out of the transfer of the OBL Assets to S&N.
4. Effective as of the Effective Date, the License Agreement shall terminate and shall be of no further force or effect.
5. Regardless of when executed, this Agreement shall be effective as of the Effective Date.
6. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or entity other than the parties and their successors and permitted assigns any right, remedy or claim under or by reason of this Agreement.
7. This Agreement may be amended, modified or rescinded only by an agreement in writing executed by both parties. The failure of either party to require the performance of any term of this Agreement, or the waiver by either party of any breach under this Agreement, shall not prevent a subsequent enforcement of such term or be deemed a waiver of any subsequent breach.
8. OBL and SNI shall each execute further documentation in order to effect or evidence the transfer of the OBL Assets and the assumption of the OBL Liabilities including, without limitation, bills of sale, assignments of intellectual property rights, and the like.
9. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties and delivered to each of OBL and S&N.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.


ORTHOPAEDIC BIOSYSTEMS LTD., INC.

By:  _____

Name: Mark Gorman

Title: Director

SMITH & NEPHEW, INC.

By:  _____

Name: Pierre Palassian

Title: Director

EXHIBIT A

Patent Appl. No.	Country	Registered Owners	Grant Date	Grant Number
11/165163	United States Of America	Orthopaedic Biosystems Limited, Inc.	08/04/2014	8690898

Trademark	Country	Registered Owners	Registration Date	Registration Number
ACCU-PASS	Australia	Orthopaedic Biosystems Limited, Inc.	23/01/2003	916217
ACCU-PASS	Canada	Orthopaedic Biosystems Limited, Inc.	25/10/2005	TMA651,286
ACCU-PASS	European Union	Orthopaedic Biosystems Limited, Inc.	21/04/2004	002731990
ACCU-PASS	Japan	Orthopaedic Biosystems Limited, Inc.	04/04/2003	4659024
ACCU-PASS	United Kingdom	Orthopaedic Biosystems Limited, Inc.	21/04/2004	UK00902731990
ARTHRO-PIERCE	Australia	Orthopaedic Biosystems Limited, Inc.	28/03/2001	833810
ARTHRO-PIERCE	European Union	Orthopaedic Biosystems Limited, Inc.	01/08/2002	001637669
ARTHRO-PIERCE	United Kingdom	Orthopaedic Biosystems Limited, Inc.	01/08/2002	UK00901637669