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Docket No.:

2128-1.13

101717389

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Smith & Nephew, Inc. *5-701*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **ENT, L.L.C.**

Internal Address: _____

Street Address: **1450 Brooks Road**

City: **Memphis** State: **TN** ZIP: **38116**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Limited Liability Corporation**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **31 December 2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)		B. Trademark Registration No.(s)		
76/094126	78/046005	1,026,522	1,640,917	1,727,325
76/137646	76/150745	1,186,737	1,701,622	1,782,553
		1,494,995	1,701,627	1,823,571

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **George K. Stacey**

Internal Address: **Smith & Nephew, Inc.**

Street Address: **1450 Brooks Road**

City: **Memphis** State: **TN** ZIP: **38116**

6. Total number of applications and registrations involved:..... **31**

7. Total fee (37 CFR 3.41):.....\$ **\$790.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-2563

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

George K. Stacey *[Signature]* **May 3, 2001**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **7**

TRADEMARK

TRADEMARK	REGISTRATION DATE	REGISTRATION NUMBER
VOCOM	11 April 1995	1889207
REPAIR EXPRESS	01 August 1995	1908825
OTOVIEW	12 November 1996	2015764
POSIGATOR	11 February 1997	2037240
PLASTI-PORE	11 February 1997	2037227
HAPEX	15 July 1997	2079674
HYCOR	22 July 1997	2082483
PORP	29 July 1997	2084020
ESSENTIAL (Stylised)	12 August 1997	2088099
MICRON	14 October 1997	2105422
HYDROXYLVENT	04 November 1997	2110401
HEMOSTATIX	13 January 1998	2128414
HEMOSTATIX Stylised letters	13 January 1998	2128413
ENTIRE	14 July 1998	2173301
HYDROCELL	08 September 1998	2188065
TILT-TOP	29 June 1999	2256206
HYDRACLEAR	08 February 2000	2317218
DURAVIEW	16 January 2001	2422093

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and entered into as of the 31st day of December, 2000, by and between Smith & Nephew, Inc., a Delaware corporation, having a principal place of business at 1450 East Brooks Road, Memphis, Tennessee 38116 ("Assignor") and ENT, L.L.C., a Delaware limited liability company, having a principal place of business at 2925 Appling Road, Bartlett, Tennessee 38133 ("Assignee").

WHEREAS, pursuant to a certain Assignment and Assumption Agreement dated as of December 31, 2000 (the "Agreement") by and between Assignee and Assignor, Assignee has agreed to acquire certain assets of Assignor and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

WHEREAS, Assignor owns all right, title and interest in and to the United States trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignor shall assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee shall acquire the same;

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as beneficial owner, does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks. Assignor does further consent to the recordation of this assignment by Assignee with the Commissioner of Patents and Trademarks.

This Assignment of Trademarks may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date first written above.

SMITH & NEPHEW, INC.

ENT, L.L.C.

By: James A. Ralston
Name: James A. Ralston
Title: Secretary

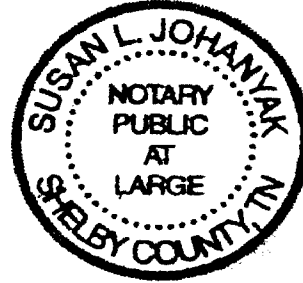
By: James A. Ralston
Name: James A. Ralston
Title: Secretary

State of Tennessee)

County of Shelby)

On this 20th day of December, 2000, before me appeared James A Ralston
the person who signed this instrument on behalf of Smith & Nephew, Inc., who acknowledged
that he signed it on behalf of the identified corporation as Secretary of the
identified corporation and pursuant to authority duly received.

Susan L Johanyak
Notary Public



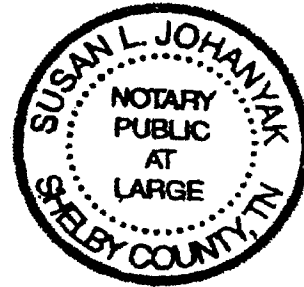
State of Tennessee)

County of Shelby)

My Commission Expires
May 11, 2004

On this 20th day of December, 2000, before me appeared James A Ralston
the person who signed this instrument on behalf of ENT, L.L.C., who acknowledged that he
signed it on behalf of the identified limited liability company as Secretary of the
identified limited liability company and pursuant to authority duly received.

Susan L Johanyak
Notary Public



My Commission Expires
May 11, 2004

File Ref	Trade Mark	Country	Registration Date	Registration (Application) No	Status
03699	MICRODRAPE	Australia	28 August 1986	B451156	Registered
03726	TORP	Australia	29 September 1988	A451160	Registered
03739	PLASTIPORE	Australia	29 September 1988	A451157	Registered
03751	TILT-TOP	Australia	24 October 1989	A451159	Registered
09648	HAPEX	Australia	13 June 1997	702554	Registered
03395	TORP	Brazil	12 March 1991	814055664	Registered
04794	PLASTIPORE	Brazil	12 March 1991	814055680	Registered
04999	MICRODRAPE	Canada	08 July 1988	342546	Registered
03727	TILT-TOP	Canada	02 September 1988	344424	Registered
03725	TORP	Canada	30 September 1988	345777	Registered
04790	PLASTI-PORE	Canada	28 October 1988	347199	Registered
09703	HAPEX	Canada	18 August 1997	480784	Registered
03894	PLASTIPORE	Denmark	18 March 1988	1191-1988	Registered
03864	TORP	Denmark	05 April 1988	1417-1988	Registered
03870	TILT-TOP	Denmark	25 April 1988	1751-1988	Registered
03863	TORP	France	30 July 1986	1366249	Registered
03869	TILT-TOP	France	30 July 1986	1366250	Registered
03893	PLASTI-PORE	France	30 July 1986	1366248	Registered
09704	HAPEX	France	13 December 1996	96632695	Registered
03862	TORP	Germany	14 October 1987	1112696	Registered
03658	TILT-TOP TORP	Germany	12 November 1993	1189063	Registered
03738	PLASTIPORE	Germany	06 December 1993	1189215	Registered
09717	HAPEX	Germany	20 December 1996	39633991.3	Registered
03861	TORP	Italy	01 April 1987	761533	Registered
03868	TILT-TOP	Italy	01 April 1987	761529	Registered
03892	PLASTI-PORE	Italy	01 April 1987	761532	Registered
09649	HAPEX	Italy	10 November 1998	755687	Registered
03659	PLASTI-PORE	Japan	30 August 1990	2261285	Registered

File Ref	Trade Mark	Country	Registration Date	Registration (Application) No	Status
03681	TORP	Japan	30 August 1990	2261287	Registered
03683	TILT-TOP	Japan	30 August 1990	2261286	Registered
03860	TORP	Norway	17 December 1987	131110	Registered
03867	TILT-TOP	Norway	17 December 1987	131108	Registered
03740	PLASTIPORE	Norway	17 December 1987	131107	Registered
03890	PLASTI-PORE	Spain	20 May 1987	1161008	Registered
09650	HAPEX	Spain	20 May 1997	2019191	Registered
03889	PLASTIPORE	Sweden	10 April 1987	205392	Registered
03866	TILT-TOP	Sweden	31 March 1988	209788	Registered
03377	TORP	Sweden	05 August 1988	211611	Registered
03859	TORP	Switzerland	31 December 1986	349841	Registered
03865	TILT-TOP	Switzerland	31 December 1986	349840	Registered
03888	PLASTI-PORE	Switzerland	31 December 1986	349838	Registered
03813	MICRODRAPE	UK	13 October 1989	1276101	Registered
03800	PLASTI-PORE	UK	02 February 1990	1276102	Registered
04804	TORP	UK	03 August 1990	1276109	Registered
04620	TILT-TOP TORP	UK	19 February 1992	1276108	Registered
09705	HAPEX	UK	05 December 1997	2104649	Registered
10620	PACIFIC	USA	20 July 2000	(76094126)	Pending
10647	MICRON	USA	29 September 2000	(76137646)	Pending
10843	DRUMSTICK	USA	01 February 2001	(78046005)	Pending
10784	CLINICAM	USA	21 October 2000	(76150745)	Pending
02666	MICRODRAPE	USA	09 December 1975	1026522	Registered
02672	CHART-STIK	USA	19 January 1982	1186737	Registered
03959	IMPULSE	USA	05 July 1988	1494995	Registered
03645	TORP	USA	09 April 1991	1640917	Registered
03428	ACCUFORM	USA	21 July 1992	1701622	Registered
03431	COLLAR BOBBIN	USA	21 July 1992	1701627	Registered
03387	ISOFLEX	USA	27 October 1992	1727325	Registered
03379	SET-OP	USA	20 July 1993	1782553	Registered

File Ref	Trade Mark	Country	Registration Date	Registration (Application) No	Status
08354	OTOFOAM	USA	22 February 1994	1823571	Registered
02108	VOCOM	USA	11 April 1995	1889207	Registered
08942	REPAIR EXPRESS	USA	01 August 1995	1908825	Registered
09674	OTOVIEW	USA	12 November 1996	2015764	Registered
09780	POSIGATOR	USA	11 February 1997	2037240	Registered
09787	PLASTI-PORE	USA	11 February 1997	2037227	Registered
09511	HAPEX	USA	15 July 1997	2079674	Registered
09783	HYCOR	USA	22 July 1997	2082483	Registered
09712	PORP	USA	29 July 1997	2084020	Registered
09490	ESSENTIAL (Stylised)	USA	12 August 1997	2088099	Registered
09711	MICRON	USA	14 October 1997	2105422	Registered
09778	HYDROXYLVENT	USA	04 November 1997	2110401	Registered
10534	HEMOSTATIX	USA	13 January 1998	2128414	Registered
10535	HEMOSTATIX Stylised letters	USA	13 January 1998	2128413	Registered
09489	ENTIRE	USA	14 July 1998	2173301	Registered
09629	HYDROCELL	USA	08 September 1998	2188065	Registered
09779	TILT-TOP	USA	29 June 1999	2256206	Registered
10368	HYDRACLEAR	USA	08 February 2000	2317218	Registered
10531	DURAVIEW	USA	16 January 2001	2422093	Registered