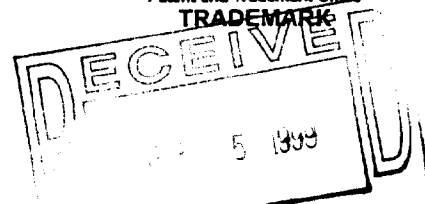


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4-5-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year \_\_\_\_\_

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

04/09/1999 JSHBAZZ 00000122 1836678

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1880 FRAME: 0672

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1836678"/>	<input type="text" value="1357874"/>	<input type="text" value="1520732"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1568192"/>	<input type="text" value="1608113"/>	<input type="text" value="1608961"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1646750"/>	<input type="text" value="1670786"/>	<input type="text" value="1991817"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Charles R. Wilson, Attorney, Reg. No. 25,718

Name of Person Signing

Signature 

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

FORM PTO-1618C  
Expires 08/30/99  
OMB 0651-0027

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made as of the 29 day of September, 1998, by and between Zimmer, Inc., a Delaware corporation ("Assignor"), and Cincinnati Sub-Zero Products, Inc. an Ohio corporation ("Assignee").

### WITNESSETH

WHEREAS, Assignor is engaged in developing, manufacturing, marketing and selling the Thermal Therapy line of products (the "Product Line");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the 4<sup>th</sup> day of September, 1998 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase and acquire from Assignor, among other things, certain assets connected with the Product Line, including Assignor's right, title, and interest in and to those names and marks in those territories listed on Schedule A hereto, including the registrations and/or applications set forth on Schedule A hereto (collectively, the "Trademarks");

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee all of Assignor's right, title and interest in and to:

- (i) the Trademarks;
- (ii) the goodwill of the business connected with the use of the Trademarks;
- (iii) all rights of enforcement and the right to damages for past infringement of the Trademarks; and
- (iv) all rights, including common law rights, corresponding to the Trademarks.

FURTHERMORE, each party will, at the expense of the party so requesting, (i) execute and deliver such further instruments including, without limitation, further instruments of assignment, and (ii) take further actions as the other party may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate the Assignee's title to the Trademarks.

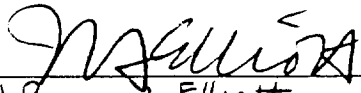
This Assignment shall be governed and construed in accordance with the laws of the State of Delaware, without regard to any applicable principles of conflicts of law. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America in each

case located in the County of New Castle for any litigation arising out of or relating to this Assignment (and agrees not to commence any litigation relating thereto except in such courts).

This Assignment may be executed in two counterparts, both of which shall be consider one and the same Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ZIMMER, INC.

BY:   
Name: J. Raymond Elliott  
Title: President

CINCINNATI SUB-ZERO PRODUCTS, INC.

BY: \_\_\_\_\_  
Name:  
Title:

STATE OF INDIANA )  
 ) SS.  
COUNTY OF Kosciusko )

I, a notary public in and for the county and state aforesaid, do hereby certify that J. Raymond Elliott, the President of Zimmer, Inc., appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 23<sup>rd</sup> day of September, 1998.

Ila M. Linton  
Notary Public

My Commission expires:

~~~~~  
Ila M. Linton  
Notary Public, State of Indiana  
Kosciusko County  
My Commission Exp. 07/11/2000  
~~~~~

case located in the County of New Castle for any litigation arising out of or relating to this Assignment (and agrees not to commence any litigation relating thereto except in such courts)

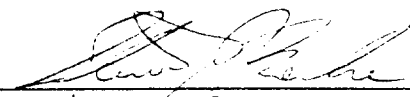
This Assignment may be executed in two counterparts, both of which shall be consider one and the same Assignment

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ZIMMER, INC.

BY: \_\_\_\_\_  
Name:  
Title:

CINCINNATI SUB-ZERO PRODUCTS, INC.

BY:  \_\_\_\_\_  
Name: *Steven J. Burke*  
Title: *President, CEO*

STATE OF OHIO )  
 ) SS.  
COUNTY OF Hamilton )

I, a notary public in and for the county and state aforesaid, do hereby certify that Steven J. Burke, the President, CEO of Cincinnati Sub-Zero Products, Inc., appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 24 day of September, 1998

Vicki A. Johnson  
Notary Public

Vicki A. Johnson  
Notary Public, Hamilton County, Ohio  
My Commission Expires June 15, 2001

My Commission expires:



Assigned Trademarks

<u>Mark</u>	<u>Reg No.</u>	<u>Reg. Date</u>
SEABROOK MEDICAL SYSTEMS AND DESIGN	1836678	May 17, 1994
MICRO-TEMP	1357874	September 3, 1995
ECMO-TEMP	1520732	January 17, 1989
TEMP-STAND	1568192	November 28, 1989
DUAL-TEMP	1608113	July 31, 1990
MINI-TEMP	1608961	August 7, 1990
TEMP-PAD	1646750	June 4, 1991
ELECTRI-COOL	1670786	December 31, 1991
TEMP-HOSE	1737552	December 1, 1992
TROPI-COOL	1757600	March 9, 1993
TROPICAIR	1991817	August 6, 1996