

06-30-1999



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06-15-99

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 Change of Name
 - Other
- Effective Date
Month Day Year
6-24-99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Wright Medical Technology, Inc.

04 23 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Ortho Matrix, Inc.

DBA/AKA/TA

Composed of

Address (line 1) c/o Steven H. McCleskey

Address (line 2) One Commerce Square, Suite 1700

Address (line 3) Memphis

TN / USA
State/Country

38103
Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization Tennessee

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.)

06/29/1999 DNGUYEN 00000163 2022626

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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

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" value="75073958"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2022626"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2088122"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2204472"/>	<input type="text"/>	<input type="text"/>

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:

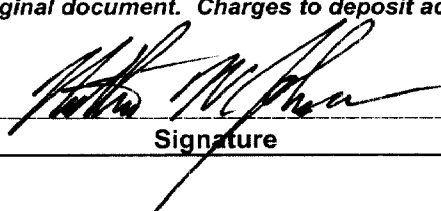
Yes

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.

Nathan W. Johnson
Name of Person Signing



Signature

June 23, 1999

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, Wright Medical Technology, Inc., a Delaware corporation, having a Post Office address of and a principal place of business at 5677 Airline Road, Arlington, County of Shelby, Tennessee 38002 (hereinafter, "Wright Medical") is the owner of certain trademarks (the "Marks") and the goodwill of the business associated therewith and certain trademark registrations and pending trademark applications therefor as now listed (the "Trademark Applications and Registrations"):

Attorney Docket No.	Mark	U.S. Appl. No.	Date Filed	U.S. Reg. No.	Reg. Date
95,524	CONCISE			2,022,626	12/10/96
95,526	TYLOK			2,088,122	8/12/97
96,504	MAGELLAN	75/073,958	03/18/96		
97,511	ORTHOMATRIX	75/262,043	03/24/97	2,204,472	11/17/98

WHEREAS, OrthoMatrix, Inc., a Tennessee corporation having a principal place of business in Collierville, Tennessee (hereinafter, "OrthoMatrix") and having a mailing address of c/o Steven H. McCleskey, One Commerce Square, Suite 1700, Memphis, Tennessee 38103, is desirous of acquiring from Wright Medical the entire right, title and interest in and to said Marks and the goodwill of the business associated therewith and said Trademark Applications and Registrations therefor;

WHEREAS, Wright Medical and OrthoMatrix did enter into an Asset Purchase Agreement by and between Wright Medical and OrthoMatrix and dated as of October 21, 1998 (the "Asset Purchase Agreement") and fully incorporated by reference herein, by which Asset Purchase Agreement Wright Medical did agree to sell certain of its assets to OrthoMatrix;

NOW, THEREFORE, in consideration of the sum of One Dollar U.S. (\$1.00 U.S.), the receipt of which is hereby acknowledged by Wright Medical from OrthoMatrix, and other good and valuable consideration, Wright Medical ("Assignor"), by these presents does sell, assign and


transfer unto the said OrthoMatrix ("Assignee"), its full and exclusive right, both in the United States and throughout all countries foreign to the United States, in and to the said Marks, the goodwill of the business associated therewith, and the said Trademark Applications and Registrations therefor, forever, subject to the limitations and exclusions of said Asset Purchase Agreement;

Wright Medical (Assignor) covenants that no assignment, sale agreement or encumbrance has been or will be made or entered into that would conflict with this assignment other than as disclosed in said Asset Purchase Agreement. Assignor further covenants that upon Assignee's reasonable request and at Assignee's sole expense, (i) Assignee will be provided promptly with all pertinent facts and documents relating to said Marks and said Trademark Applications and Registrations therefor as may be known and accessible to Assignor and (ii) Assignor will cooperate with Assignee in providing testimony as to said Trademark Applications and Registrations in litigation or proceedings related thereto and will use its best efforts to promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, register and enforce said Trademark Applications and Registrations. Wright Medical (Assignor) further covenants that, with respect to the pending Opposition No. 105,333 filed by Magellan Health Services, Inc., assignor is not in default with respect to any deadlines concerning such opposition and that no action is being, or will be, taken with respect to such opposition within the next thirty days.

The undersigned (whose title is supplied below) represents and warrants that he is empowered to sign this Assignment on behalf of the Assignor.

IN WITNESS WHEREOF, this assignment is executed this 23rd day of April, 1998, at the city/town of Arlington, TN.

Wright Medical Technology, Inc.

By: 
Thomas M. Patton
President and Chief Executive Officer


STATE OF TENNESSEE

COUNTY OF SHELBY

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) SS:
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On this 23RD day of APRIL, 1998, before me, a Notary Public, personally appeared Thomas M. Patton, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public

My Commission expires:

MY COMMISSION EXPIRES NOV. 16, 2002

(SEAL)