

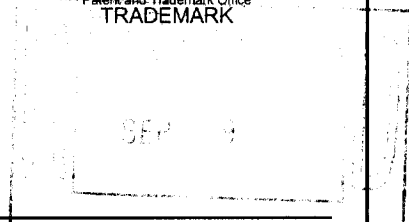
09-15-1999



101146580

*Handwritten signature/initials*  
9/14/99

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 Al

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other  Address Change
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  Wright Medical Technology, Inc.

4 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  OrthoMatrix, Inc.

DBA/AKA/TA

Composed of

Address (line 1)  c/o Jerald Sklar, Waring Cox, PLC

Address (line 2)  Morgan Keegan Tower, 50 North Front Street, Suite 1300

Address (line 3)  Memphis  Tennessee / USA  38103-1190  
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  Tennessee

09/13/1999 NTHAI1 00000332 75073958

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 75.00 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 OMS 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

**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"/> |
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| <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

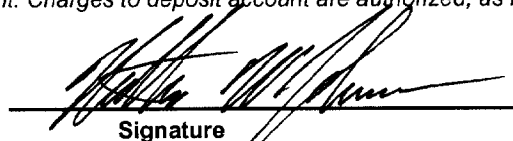
No

**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

7-9-99

Date Signed

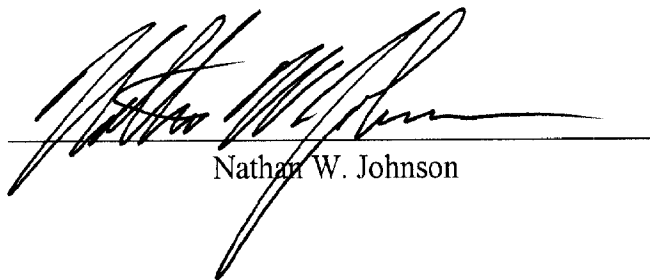
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
RECORDAL DIVISION

**AFFIDAVIT**

I, Nathan W. Johnson, an attorney duly admitted to practice in the State of Alabama and in good standing, whose business address is 2001 Park Place, Suite 1400, Birmingham, Alabama 35203-2736 do hereby declare that on August 9, 1999 a representative of OrthoMatrix, Inc., namely, Ben Shappley, has authorized and instructed the change of mailing address on the recordal records of the United States Patent and Trademark Office related to the attached assignment document, from the former "c/o Steven H. McCleskey, One Commerce Square, Suite 1700, Memphis, Tennessee 38103, USA" to the new mailing address as follows: c/o Jerald Sklar, Waring Cox, PLC, Morgan Keegan Tower, 50 North Front Street, Memphis, Tennessee 38103-1193, USA.

I make this solemn affidavit conscientiously believing the same to be true and by virtue of the provision of the laws of the State of Alabama.

Signed at 2001 Park Place, Suite 1400, Birmingham, Alabama, United States of America.



Nathan W. Johnson

OF COUNSEL:

BRADLEY ARANT ROSE & WHITE LLP  
2001 Park Place, Suite 1400  
Birmingham, Alabama 35203-2736  
(205) 521-8000

STATE OF ALABAMA )  
 :  
 JEFFERSON COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Nathan W. Johnson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9<sup>th</sup> day of September, 1999.

Cam Stallworth  
Notary Public

[NOTARIAL SEAL]

My commission expires: 7-15-02

# 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<br>Docket No. | Mark        | U.S.<br>Appl. No. | Date Filed | U.S.<br>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 23<sup>rd</sup> day of April, 1998, at the city/town of Arlington, TN.


Wright Medical Technology, Inc.

By: Thomas M. Patton  
Thomas M. Patton  
President and Chief Executive Officer

STATE OF TENNESSEE )  
 ) SS:  
COUNTY OF SHELBY )

On this 23<sup>RD</sup> 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)