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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (Exp. 10/31/2005)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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): Centerpulse Orhtopedics Inc.

MED 11-20-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 29, 2002

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch as Security Agent

for the Secured Parties

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Licensed Connecticut Branch

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

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

A. Trademark Application No.(s) See attached Schedule A

B. Trademark Registration No.(s) See attached Schedule B

Additional number(s) attached Yes No

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

Name: Moshe Malina

Internal Address: Cleary, Gottlieb, Steen & Hamilton

42nd Floor

Street Address: One Liberty Plaza

City: New York State: NY Zip: 10006

6. Total number of applications and registrations involved: 91

7. Total fee (37 CFR 3.41) \$ 2,290

- Enclosed 2290 E Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Brian W. Crist

Name of Person Signing

Signature

Signature

11/19/02

Date

Total number of pages including cover sheet, attachments, and document: 21

11/25/2002 LNUELLER 00000272 76464342

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0521 02 FC:0522

40.00 OP 2250.00 OP

TRADEMARK REEL: 002615 FRAME: 0414

Additional Names of Conveying Parties

Centerpulse USA Holding Co.	Corporation, Delaware
Centerpulse USA Inc.	Corporation, Delaware
Sulzer Carbomedics Inc.	Corporation, Delaware
Centerpulse Dental Inc.	Corporation, Delaware
Centerpulse Spine-Tech Inc.	Corporation, Delaware
Centerpulse Orthopedics Ltd.	Limited Liability Company, Switzerland
Centerpulse Ltd.	Limited Liability Company, Switzerland

Schedules to Trademark Recordation Form Cover Sheet

Schedule A

Application Number

76/464,342	75/554,864	75/756,121	76/340,563
76/180,303	76/324,978	76/324,979	76/421,209
76/399,038	76/399,039	76/420,132	76/362,281
75/449,758	75/449,793	75/516,862	76/695,622
75/694,537	76/107,329	76/108,788	75/718,532
76/420,337	76/272,945	76/296,190	76/324,266
76/337,663	76/412,117	78/154,274	76/305,952
76/324,267	76/394,799	76/405,036	76/395,965
76/430,705	76/431,552	76/440,146	75/349,149
74/581876	76325902	76325901	76199544
76420377			

Schedule B

Registration Numbers

1,701,609	1,700,418	1,941,006	2,110,621
2,211,609	2,207,694	2,207,693	2,207,692
2,271,901	2,443,061	2,463,321	2,451,938
2,472,219	1,730,861	1,230,729	1,134,299
1,971,560	1,807,311	2,057,445	2,293,123
2,512,969	2,412,802	2,588,847	2,550,886
1,446,203	1,460,746	1,428,891	1,686,224
1,775,803	1,540,329	2,540,503	2,313,222

2,466,130	2,555,792	1,774,654	1,959,018
1,978,864	2,448,067	1282970	1938304
1720068	2425996	2619939	2083196
1807295	1776386	0864126	2405439
2555196	1403905		



TRADEMARK SECURITY AGREEMENT

(Trademark Registrations, Trademark Applications)

WHEREAS, each of entities listed in Schedule I attached hereto (each individually a "Grantor" and collectively, the "Grantors") owns the Trademark Collateral (as defined below);

WHEREAS, pursuant to (i) a U.S. Security Agreement dated as of October 29, 2002 (as amended and/or supplemented from time to time, the "U.S. Security Agreement") among the Grantors and UBS AG, Stamford Branch, on its own behalf and as Security Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has secured certain obligations (the "Secured Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the U.S. Security Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application of which such Grantor has given the Security Agent written notice and any Trademark listed in Schedule II hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark, and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any Trademark of which such Grantor has given the Security Agent written notice);

provided, however, that the foregoing grant of a security interest shall not include a security interest in any Trademark of such Grantor (each such Trademark of such Grantor discussed in this proviso being hereinafter referred to as "Excluded Property") if the granting of a security interest therein by such Grantor to the Security Agent is prohibited by any valid and enforceable Requirement of Law or by the valid and enforceable terms and provisions of the written agreement, document or instrument creating or evidencing such Excluded Property or rights related thereto and *provided, further,* that if and when the prohibition which prevents the granting by such Grantor to the Security Agent of a security interest in such Excluded Property, is removed or otherwise terminated, the

Security Agent will be deemed to have, and at all times from and after the date hereof to have had, a security interest in such Excluded Property, as the case may be, and that, notwithstanding anything set forth herein to the contrary, the Security Agent will be deemed to have, and at all times from and after the date hereof to have had, a security interest in the proceeds of such Excluded Property. Each Grantor shall use its best efforts to have such prohibition removed or otherwise terminated as soon as practicable.

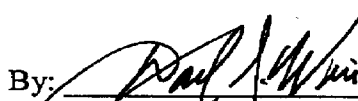
Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the U.S. Security Agreement. Each Grantor and the Grantee acknowledge and affirm that the rights and remedies of the Grantee and such Grantor with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the U.S. Security Agreement.

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized, or the attorney-in-fact of such officer, as of the 29th day of October, 2002.

[signature pages follow.]

CENTERPULSE ORTHOPEDICS INC.

By:  _____

Name: David S. Wise

Title: Officer

CENTERPULSE DENTAL INC.

By:  _____

Name: David S. Wise

Title: Officer

CENTERPULSE USA HOLDING CO.

By:  _____

Name: David S. Wise

Title: Officer

CENTERPULSE SPINE-TECH INC.

By:  _____

Name: David S. Wise

Title: Officer

CENTERPULSE USA INC.

By:  _____

Name: David S. Wise

Title: Officer

CENTERPULSE ORTHOPEDICS LTD

By:  _____

Name: David S. Wise

Title: Attorney-in-Fact

SULZER CARBOMEDICS INC.

By:  _____

Name: David S. Wise

Title: Officer

CENTERPULSE LTD.


By:  _____

Name: David S. Wise

Title: Attorney-in-Fact


Acknowledged

UBS AG, Stamford Branch,
as Security Agent

By: 

Name: **Wilfred V. Sam:
Associate Director
Banking Products
Services US**

Title: 

By: 

Name: **Thomas R. Salzano
Director
Banking Products Services, US**

Title:

SCHEDULE I to
Trademark Security Agreement

GRANTORS

Centerpulse Orthopedics Inc.
Centerpulse USA Holding Co.
Centerpulse USA Inc.
Sulzer Carbomedics Inc.
Centerpulse Dental Inc.
Centerpulse Spine-Tech Inc.
Centerpulse Orthopedics Ltd
Centerpulse Ltd.

MATERIAL TRADEMARKS

A. Material Granted Trademarks

1. Centerpulse Dental Inc.

Case Number	Country	Registration Number	Registration Date	Filing Date
CAL-089	United States	1,701,609	21-Jul-1992	25-Jul-1991
		Mark SPINE CLASSIC		
CAL-090	United States	1,700,418	14-Jul-1992	25-Jul-1991
		Mark CALCITITE		
CAL-091	United States	1,941,006	12-Dec-1995	19-Dec-1994
		Mark INTEGRAL THREADLOC		
CAL-092	United States	2,110,621	30-Sep-1997	20-Dec-1994
		Mark THREADLOC		
CAL-094	United States	2,211,609	15-Dec-1998	26-Nov-1996
		Mark MP-1		
CAL-133	United States	2,207,694	01-Dec-1998	17-Jul-1997
		Mark TWIST		
CAL-134	United States	2,207,693	01-Dec-1998	17-Jul-1997
		Mark TWIST TI		
CAL-135	United States	2,207,692	01-Dec-1998	17-Jul-1997
		Mark TWIST MTX		
CAL-163	United States	2,271,901	24-Aug-1999	28-Apr-1998
		Mark SPLINE		
CAL-165	United States	2,443,061	10-Apr-2001	10-Jul-1998
		Mark PEER PRACTICUM		
CAL-178	United States	2,463,321	20-Feb-2001	06-Nov-1998
		Mark PRACTICE OF YOUR DREAMS		

CAL-183	United States	2,451,938	15-May-2001	01-Jul-1999
	Mark	PARTNERS IN PRACTICE		
CAL-190	United States	2,472,219	24-Jul-2001	01-Jul-1999
	Mark	TWIST MAX MP-1		

2. Sulzer Carbomedics Inc.

Case Number	Country	Registration Number	Registration Date	Filing Date
CMI-158	United States Mark CARBOMEDICS	1,730,861	10-Nov-1992	23-Apr-1990
CMI-161	United States Mark CMI	1,230,729	15-Mar-1983	18-Sep-1981
CMI-163	United States Mark BIOLITE	1,134,299	29-Apr-1980	01-Sep-1977
CMI-165	United States Mark CARBO-SEAL	1,971,560	30-Apr-1996	29-Oct-1991
CMI-167	United States Mark PYROLITE	1,807,311	30-Nov-1993	26-Mar-1993
CMI-171	United States Mark PHOTOFIX	2,057,445	29-Apr-1997	14-Jun-1996
CMI-202	United States Mark ANNULO FLO	2,293,123	16-Nov-1999	07-Mar-1997
CMI-239	United States Mark ANNULO FLEX	2,512,969	27-Nov-2001	20-Feb-1998
CMI-243	United States Mark SUMIT	2,412,802	12-Dec-2000	20-Feb-1998
CMI-318	United States Mark PYROLITE ORIGINAL	2,588,847	02-Jul-2002	21-Dec-1998
CMI-343	United States Mark INRANGE	2,550,886	19-Mar-2002	25-Feb-2000

3. Centerpulse Orthopedics Inc.

IOI-171	United States Mark APR	1,446,203	13-Oct-1987	29-Sep-1986
IOI-172	United States Mark PREMIER-TOTAL	1,460,746	13-Oct-1987	05-Mar-1987

Case Number	Country	Registration Number	Registration Date	Filing Date
IOI-175	United States	1,686,224	12-May-1992	04-Jan-1991
	Mark SINTERLOCK CSTI			
IOI-178	United States	1,775,803	08-Jun-1993	04-Jan-1991
	Mark HTO			
IOI-179	United States	1,540,329	23-May-1989	23-Sep-1988
	Mark SELECT			
IOI-211	United States	2,540,503	19-Feb-2002	29-May-2001
	Mark APOLLO			
IOI-303	United States	2,313,222	01-Feb-2000	24-Apr-1998
	Mark INTER-OP			
IOI-321	United States	2,466,130	03-Jul-2001	25-Sep-1998
	Mark DURASUL			
IOI-386	United States	2,555,792	02-Apr-2002	29-May-2001
	Mark APOLLO			

4. Centerpulse Spine-Tech Inc.

SPN-112	United States	1,774,654	01-Jun-1993	
	Mark SPINE-TECH			
SPN-116	United States	1,959,018	27-Feb-1996	01-May-1995
	Mark BAK/C			
SPN-117	United States	1,978,864	04-Jun-1996	12-Jul-1994
	Mark CERVI-LOK			
SPN-120	United States	2,448,067		18-Nov-1997
	Mark BAK/PROXIMITY			

5. CO Ltd.

SPN-	United States	1282970	26-Jun-1984	07-Jan-1982
	Mark ALL PRO			
SPN-	United States	1938304	4-Oct-1994	
	Mark ALLOCLASSIC			

SPN-	United States	1720068	17-Apr-1991	
	Mark ALLOPPRO	(figure)		
SPN-	United States	2425996	28-Oct-1997	
	Mark DENOVO			
SPN-	United States	2619939	17-Sep-2002	01-Nov-2000
	Mark DYNAMIC NEUTRALIZATION			
SPN-	United States	2083196	29-Jul-1997	
	Mark DYESYS			
SPN-	United States	1776386	01-Oct-1992	15-Jun-1993
	Mark METASUL			
SPN-	United States	0864126	28-Jan-1989	
	Mark PROTASUL			
SPN-	United States	2405439	21-Oct-2000	19-Apr-1999
	Mark SULCEM			
SPN-	United States	1807295	30-Nov-1993	
	Mark SULENE			
SPN-	United States	1403905	05-Aug-1986	
	Mark SULMESH			
SPN-	United States	2555196	02-Apr-2002	
	Mark SYSORB			

B. Material Pending Trademarks

1. Centerpulse Dental Inc.

Case Number	Country	Registration Number	Filing Date
CAL-157	United States	76/464,342	08-Apr-1998
Mark SPINE CLASSIC			
CAL-173	United States	75/554,864	18-Sep-1998
Mark SNAP			
CAL-191	United States	75/756,121	01-Jul-1999
Mark TWIST MAX MTX			
CAL-209	United States	76/340,563	20-Nov-2001
Mark CONNECTION SERIES			
CAL-215	United States	76/180,303	13-Dec-2000
Mark GET MORE SMILEAGE			
CAL-231	United States	76/324,978	12-Oct-2001
Mark SMARTSTEPS			
CAL-232	United States	76/324,979	12-Oct-2001
Mark SMARTSTEPS (DESIGN)			
CAL-241	United States	76/421,209	14-Jun-2002

Mark GET MORE SMILEAGE

CAL-253 United States 76/399,038 22-Apr-2002

Mark PREFERRED LABORATORY

CAL-254 United States 76/399,039 22-Apr-2002

Mark DUSER

CAL-259 United States 76/420,132 13-Jun-2002

Mark ADVENT

2. Sulzer Carbomedics Inc.

Case Number	Country	Registration Number	Filing Date
CMI-205	United States	76/362,281	24-Jan-2002
Mark TOPHAT			
CMI-248	United States	75/449,758	13-Mar-1998
Mark INVENT			
CMI-249	United States	75/449,793	13-Mar-1998
Mark SYNERGY			
CMI-271	United States	75/516,862	10-Jul-1998
Mark ORBIS			
CMI-343	United States	76/695,622	30-Apr-1999
Mark INRANGE			
CMI-348	United States	75/694,537	30-Apr-1999
Mark OXFORD			
CMI-407	United States	76/107,329	10-Aug-2000
Mark DURANOL			
CMI-408	United States	76/108,788	11-Aug-2000
Mark DURANOL			

3. Centerpulse Orthopedics Inc.

Case Number	Country	Registration Number	Filing Date
IOI-335	United States	75/718,532	01-Jun-1999
		Mark PRECEDENT	
IOI-375	United States	76/420,337	13-Jun-2002
		Mark UNISPACER	
IOI-383	United States	76/272,945	18-Jun-2001
		Mark RIDGELock	
IOI-394	United States	76/296,190	18-Jul-2001
		Mark CONVERGE	
IOI-399	United States	76/324,266	09-Oct-2001
		Mark THERMO-CLEAN	
IOI-403	United States	76/337,663	06-Nov-2001
		Mark ASCENDANT	
IOI-416	United States	76/412,117	23-May-2002
		Mark ISOVECTOR	

4-. Centerpulse Spine-Tech Inc.

Case Number	Country	Registration Number	Filing Date
SPN-111	United States	78/154,274	
	Mark BAK		
SPN-168	United States	76/305,952	23-Aug-2001
	Mark TRINICA		
SPN-189	United States	76/324,267	09-Oct-2001
	Mark ACCUGRAFT		
SPN-267	United States	76/394,799	10-Apr-2002
	Mark RPX		
SPN-278	United States	76/405,036	08-May-2002
	Mark SYMMETRY		
SPN-279	United States	76/395,965	12-Apr-2002
	Mark BP		
SPN-308	United States	76/430,705	11-Jul-2002
	Mark HARMONY		
SPN-316	United States	76/431,552	11-Jul-2002
	Mark PIROUETTE		
SPN-332	United States	76/440,146	06-Aug-2002

Mark VISTA

SPN-362 United States 26-Sep-2002

Mark EQUINOX

5. Centerpulse USA Inc.

Case Number	Country	Registration Number	Filing Date
SUL-031	United States	75/349,149	29-Aug-1997

Mark A PART OF LIFE

6. CO Ltd.

SPN-	United States	74/581876	15-Jun-1993
	Mark METASUL (figure)		
SPN-	United States	S/N76325902	16-Oct-2001
	Mark CE (figure)		
SPN-	United States	S/N76325901	16-Oct-2001
	Mark CE DEDICATED TO CONTINUOUS EDUCATION		
SPN-	United States	S/N76199544	29-Oct-2002
	Mark ORTHOGLOBE		