

REC  
TR

03-10-2003

Docket No.:

CAL-



Tab settings

To the Honorable Commissioner of Patents and

102384767

original documents or copy thereof.

1. Name of conveying party(ies):  
**CORE-VENT CORPORATION**

2.24.03

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

Name: SULZER CALCITEK INC.

Internal Address: \_\_\_\_\_

Street Address: 1900 Aston Avenue

City: Carlsbad State: CA ZIP: 92008

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware

Other \_\_\_\_\_

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

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 11/08/2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/908,000

~~73/561,122~~ 73/685,127

73/402,322 73/760,803

73/660,159 74/065,434

Additional numbers attached?  Yes  No

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

Name: Kenneth S. Barrow

Internal Address: CENTERPULSE USA INC.

Street Address: 12 East Greenway Plaza, Suite 1000

City: Houston State: TX ZIP: 77046

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

7

7. Total fee (37 CFR 3.41):.....\$ \$280.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

09-0473

03/07/2003 TBIAZI 00000101 090473 75908000

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH  
02 FC:8522 150.00 CH

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.

Kenneth S. Barrow

Name of Person Signing

Signature

Feb. 13 2003

Date

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

9

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into this 8<sup>th</sup> day of January, 2001 by and between CORE-VENT CORPORATION, d/b/a Paragon Implant Company, a Nevada corporation, CORE-VENT BIOENGINEERING, INC., a California corporation, CORE-VENT PARAGON BIO, a California corporation, PARAGON ADMINISTRATION, INC., a California corporation, CORE-VENT GmbH, a corporation organized under the laws of the Federal Republic of Germany, and PARAGON DENTAL IMPLANTS LTD., a corporation organized under the laws of Israel (collectively, the "Assignor"), and SULZER CALCITEK, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee and certain other parties are parties to that certain Asset Purchase Agreement dated November 1, 2000 (the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase the Business (as defined in therein) from Assignor;

WHEREAS, Assignor is the owner of all trademarks and service marks used in commerce by Assignor on or prior to the Closing including, but not limited to the trademarks, trademark registrations, and applications for trademark registration set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Agreement is a condition to Closing (as defined in the Asset Purchase Agreement).

NOW THEREFORE, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective upon the Closing, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks or shall cause to have assigned to Assignee all right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby.

2. Except as expressly provided in the Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Trademarks.

3. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Trademark Assignment.

4. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Assignment. Delivery of an executed counterpart of a signature page to this Assignment by copier shall be effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

Core-Vent Corporation

By: Gerald A. Nizhick  
Name: Gerald A. Nizhick  
Title: President

Core-Vent BioEngineering, Inc.

By: Gerald A. Nizhick  
Name: Gerald A. Nizhick  
Title: President

Core-Vent Paragon Bio

By: Gerald A. Nizhick  
Name: Gerald A. Nizhick  
Title: President

Paragon Administration, Inc.

By: Gerald A. Nizhick  
Name: Gerald A. Nizhick  
Title: President

Core-Vent GmbH

By: Gerald A. Nizhick  
Name: Gerald A. Nizhick  
Title: President

Core-Vent Israel (1997), a Paragon Company, Ltd.

By: Gerald A. Nizhick  
Name: Gerald A. Nizhick  
Title: President

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WHEREAS, Assignor is the owner of the trademarks and applications for trademark registration set forth on Schedule A hereto (the "Trademarks") and has a *bona fide* intent to use such trademarks in connection with the goods and/or services for which such applications have been filed;

WHEREAS, Assignor, Assignee and certain other parties are parties to that certain Asset Purchase Agreement dated November 1, 2000 (the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase the Business (as defined in therein) from Assignor, including that portion of the business of Assignor in connection with which Assignor has a *bona fide* intent to use the Trademarks;

WHEREAS, in connection with the purchase of such portion of Assignor's business, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and any goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Agreement is a condition to Closing (as defined in the Asset Purchase Agreement).

NOW THEREFORE, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective upon the Closing, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks or shall cause to have assigned to Assignee all right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and any goodwill of the business symbolized thereby.

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Core-Vent Corporation

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Core-Vent BioEngineering, Inc.

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Core-Vent Paragon Bio

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Paragon Administration, Inc.

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Core-Vent GmbH

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Core-Vent Israel (1997), a Paragon Company, Ltd.

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

*TRADEMARKS*

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Application/ Serial No.</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Status</u>
Screw-Vent	Canada	593,402	10/07/88	_____	Registered
Sub-Vent	U.S.	561,122	03/03/87	_____	Registered
Sub-Vent	Canada	<u>593,401</u>	10/07/88	_____	Registered
Core-Vent	U.S.	402,322	05/01/84	_____	Registered
Core-Vent	Canada	<u>594,622</u>	06/30/89	_____	Registered
Micro-Vent	U.S.	660,159	12/12/89	_____	Registered
Micro-Vent	Canada.	<u>593,403</u>	10/14/88	_____	Registered
Hex-Thread	U.S.	685,127	02/07/89	_____	Registered
Swede-Vent	U.S.	<u>73/760,803</u>	09/15/92	_____	Registered
Miscellaneous Design	U.S.	_____	06/16/92	_____	Cancelled
Bio-Vent	U.S.	<u>74/065,434</u>	09/03/91	_____	Registered
Hex Lock	U.S.	<u>74/262,907</u>	10/08/92	_____	Cancelled
Octa-Plus	U.S.	75/819,842	_____	_____	Registered
SwissPlus	U.S.	75/908,000	_____	_____	Registered
Miscellaneous Design	U.S.	_____	06/16/92	_____	Cancelled