

07-31-2003

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
Copyright 1994-97 LegalStar  
TM05/REV03



Docket No.:

CAL-292

102513673

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

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

7.28.03

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)
- General Partnership
- Corporation-State **Nevada**
- Other

- Association
- Limited Partnership

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

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

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

Execution Date: **November 8, 2000**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,463,379**

Additional numbers

Yes  No

TRADEMARK SECTION  
JUL 25 11 59 AM '03

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: **1**

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**09-0473**

07/30/2003 ECLIPSE 00000185 090473 1463379

DO NOT USE THIS SPACE

01 FC:6521 40.00 BA

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

*K.S. Barrow*

Signature

*July 25, 2003*

Date

Total number of pages including cover sheet, attachments, and

**7**

## 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. 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

## TRADEMARK ASSIGNMENT (ITU)

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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.

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.

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