

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
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

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TRADEMARK

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FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1281428"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Joseph D. Lewis

Name of Person Signing



Signature

11/17/2004

Date Signed

00532474

05294350U

FILED
In the Office of the Secretary of State
of the State of California

NOV 08 2000 *SJS*

B. Jones
BILL JONES, Secretary of State

**STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF FACT**

To Whom These Presents Come, Greeting:

I, **SUE ANNE GILROY**, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the state of Indiana, the custodian of corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

DEPUY ORTHOPAEDICS, INC.

filed Articles of Merger effective July 31, 2000, merging non-surviving corporation

DEPUY ACE MEDICAL COMPANY,
a(n) California For-Profit Corporation

with and into surviving corporation

DEPUY ORTHOPAEDICS, INC.,
a(n) Domestic For-Profit Corporation



In Witness Whereof, I have hereunto set my hand and affixed the seal of the state of Indiana, at the City of Indianapolis, this Tuesday, August 08, 2000

Sue Anne Gilroy

SUE ANNE GILROY, Secretary of State

1991110416 / 2000080845876

**State of Indiana
Office of the Secretary of State**

**CERTIFICATE OF MERGER
of
DEPUY ORTHOPAEDICS, INC.**

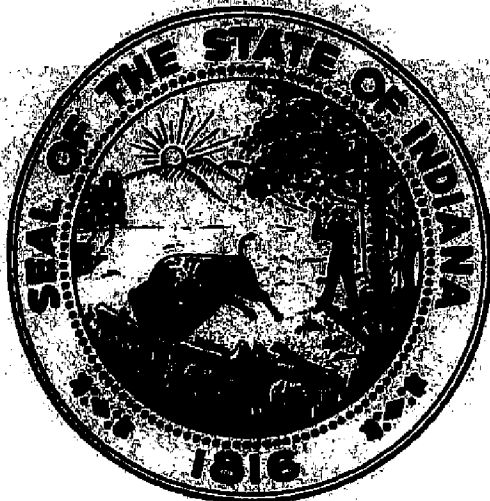
I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

MERGER NONSURVIVOR NOT QUALIFIED IN INDIANA
a(n) California For-Profit Foreign Corporation qualified in Indiana

merged with and into the surviving entity:
DEPUY ORTHOPAEDICS, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, July 31, 2000.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 31, 2000.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

1991110416 / 2000080745592

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**ARTICLES OF MERGER
OF
DEPUY ACE MEDICAL COMPANY, A CALIFORNIA CORPORATION
INTO
DEPUY ORTHOPAEDICS, INC., AN INDIANA CORPORATION**

The undersigned, DEPUY ORTHOPAEDICS, INC., an Indiana corporation (the "Surviving Corporation"), in compliance with the requirements of the Indiana Business Corporation Law (the "Indiana Act") and the California General Corporation Law (the "California Act"), and desiring to effect a merger of DEPUY ACE MEDICAL COMPANY, a California corporation (the "Merging Corporation"), into the Surviving Corporation, and acting by its duly authorized officer, hereby sets forth the following facts:

**ARTICLE I
Surviving Corporation**

- A. The corporation surviving the merger is **DePuy Orthopaedics, Inc.**
- B. The Surviving Corporation is an Indiana corporation existing pursuant to the provisions of the Indiana Act.

**ARTICLE II
Merging Corporation**

- A. The name of the corporation merging into the Surviving Corporation is DePuy ACE Medical Company.
- B. The Merging Corporation is a California corporation existing pursuant to the provisions of the California Act.

**ARTICLE III
Plan of Merger**

The Agreement and Plan of Merger of the Merging Corporation into the Surviving Corporation (the "Plan") is set forth as Exhibit A to these Articles of Merger.

**ARTICLE IV
Effective Time**

Pursuant to IND. CODE § 23-1-40-5(b), CAL. CORP. CODE § 1108(d) and the terms of the Plan, the effective time of the merger shall be 4:59 p.m. Eastern Standard Time on the later of July 31, 2000 or the date on which these Articles of Merger are filed with the Indiana Secretary of State.

ARTICLE V
Manner of Adoption and Vote

A. Action by the Surviving Corporation:

1. **Approval by the Board of Directors:** By written consent dated as of July 10, 2000, the Board of Directors of the Surviving Corporation adopted resolutions approving the Plan, recommending that it be submitted to the sole shareholder of the Surviving Corporation for approval, and thereupon authorizing the execution of the Plan by the officers of the Surviving Corporation, for and on its behalf.
2. **Approval by the Shareholders:** The sole shareholder of the Surviving Corporation (representing all of the votes entitled to be cast with respect to the Plan), by written consent dated as of July 10, 2000, adopted and approved the Plan and authorized the merger contemplated thereby.

B. Action by the Merging Corporation:

1. **Approval by the Board of Directors:** By written consent dated as of July 10, 2000, the Board of Directors of the Merging Corporation adopted resolutions approving the Plan, recommending that it be submitted to the sole shareholder of the Merging Corporation for approval, and thereupon authorizing the execution of the Plan by the officers of the Merging Corporation, for and on its behalf.
2. **Approval by the Shareholder:** The sole shareholder of the Merging Corporation (representing all of the votes entitled to be cast with respect to the Plan), by written consent dated as of July 10, 2000, adopted and approved the Plan and authorized the merger contemplated thereby.

- C. Compliance with Legal Requirements:** The manner of the adoption of the Plan, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Indiana Act, the California Act, the Articles of Incorporation and the Code of By-Laws of the Surviving Corporation.

[signature page follows]

IN WITNESS WHEREOF, DePuy Orthopaedics, Inc. has caused these Articles of Merger to be executed in its name and on its behalf by its duly authorized officer, this 24th day of July, 2000.

DEPUY ORTHOPAEDICS, INC.

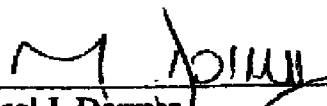
By: 
Michael J. Dormer
Its: Chairman and Chief Executive Officer

Exhibit A

**AGREEMENT AND PLAN OF MERGER
OF
DEPUY ACE MEDICAL COMPANY
INTO
DEPUY ORTHOPAEDICS, INC.**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") dated as of this 10th day of July, 2000, is by and between **DEPUY ORTHOPAEDICS, INC.**, an Indiana corporation (the "Surviving Corporation"), and **DEPUY ACE MEDICAL COMPANY**, a California corporation (the "Merging Corporation") and is pursuant to and in accordance with the provisions of the Indiana Business Corporation Law (the "Indiana Act") and the California General Corporation Law (the "California Act").

R E C I T A L S:

WHEREAS, the Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of Indiana; and

WHEREAS, the Merging Corporation is a corporation duly organized and validly existing under the laws of the state of California; and

WHEREAS, the Surviving Corporation and the Merging Corporation (collectively, the "Constituent Corporations") are sister corporations that are both wholly owned subsidiaries of DePuy Inc., an Indiana corporation ("Parent");

WHEREAS, the Merging Corporation has authority to issue four hundred thousand (400,000) shares of common stock, without par value, of which a total of eighty-five thousand eight hundred and thirty-one (85,831) are issued and outstanding; and

WHEREAS, the Surviving Corporation has authority to issue one thousand (1,000) shares of common stock, without par value, of which a total of one thousand (1,000) shares are issued and outstanding; and

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and in the best interests of the Constituent Corporations that the Merging Corporation be merged with and into the Surviving Corporation upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the laws of the respective jurisdictions of the Constituent Corporations; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations have approved and adopted this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Board of Directors of each of the Constituent Corporations hereby approves the following Merger Agreement:

ARTICLE I
The Merger and Its Effective Time

Section 1.01. The Merger. The Merging Corporation and the Surviving Corporation shall be merged into a single corporation in accordance with the applicable laws of the respective jurisdictions of the Constituent Corporations (the "Merger").

Section 1.02. Effective Time. The effective time and date of the Merger shall be 4:59 p.m. Eastern Standard Time on the latter of July 31, 2000 or the date on which articles of merger in respect of the Merger are filed with the Indiana Secretary of State (the "Effective Time").

Section 1.03. Survival of the Merger. At the Effective Time, the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall survive the Merger and continue to be an Indiana corporation.

ARTICLE II
Articles of Incorporation and By-Laws

Section 2.01. Articles of Incorporation. On and after the Effective Time, the Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall constitute the Articles of Incorporation of the Surviving Corporation (the "Surviving Articles"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Corporation to amend the Surviving Articles in accordance with the laws of the State of Indiana and the Surviving Articles.

Section 2.02. Code of By-Laws. On and after the Effective Time, the Code of By-Laws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall constitute the Code of By-Laws of the Surviving Corporation (the "Surviving By-Laws"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Corporation to alter, amend or repeal the Surviving By-Laws in accordance with the laws of the State of Indiana, the Surviving Articles and the Surviving By-Laws.

ARTICLE III
Directors and Officers

Section 3.01. Directors and Officers. On and after the Effective Time, the Board of Directors and officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and officers of the

Surviving Corporation, each to hold office subject to the Surviving Articles and Surviving By-Laws and the laws of the State of Indiana as to the term and removal of directors and officers.

ARTICLE IV
Manner of Converting and Cancelling Stock

Section 4.01. Cancellation of Merging Corporation Issued Shares. At the Effective Time, all the issued and outstanding shares of common stock of the Merging Corporation shall automatically and by operation of law be cancelled, and no payment shall be made with respect thereto, and all certificates evidencing ownership of such shares shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 4.02. Existence of Surviving Corporation Issued Shares. At the Effective Time, all issued and outstanding shares of common stock of the Surviving Corporation shall be and remain issued and outstanding shares of common stock of the Surviving Corporation.

ARTICLE V
Rights

Section 5.01. Rights. From and after the Effective Time, the Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Corporations; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger.

ARTICLE VI
Liabilities

Section 6.01. Liabilities. From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation in such action or proceeding.

ARTICLE VII
Corporate Acts

Section 7.01. Corporate Acts. From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Corporation.

ARTICLE 8
Further Documents

Section 8.01. Further Documents. If at any time prior to the Effective Time the Surviving Corporation shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the Board of Directors and the proper officers of the Surviving Corporation are hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, have caused this Merger Agreement to be executed by each of their duly authorized officers on the date and year first above written.

DEPUY ORTHOPAEDICS, INC.

By: M. J. Dormer
Michael J. Dormer
(printed)
Its: Chairman and CEO

ATTEST:

By: Mark T. Piaggio

DEPUY ACE MEDICAL COMPANY

By: Salvatore J. Cosimano
Salvatore J. Cosimano
(printed)
Its: Executive Vice President

ATTEST:

By: Mark T. Piaggio

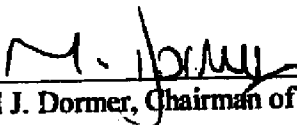
**OFFICERS' CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Michael J. Dormer and Mark T. Piazza hereby certify that:

1. They are the Chairman of the Board and the Secretary, respectively, of DEPUY ACE MEDICAL COMPANY, a California corporation (the "Corporation").
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the sole shareholder of the Corporation.
3. There is only one class of shares and the total number of shares outstanding is 85,831.
4. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation which exceeded the vote required, 51% of the outstanding shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: July 10, 2000


 Michael J. Dormer, Chairman of the Board


 Mark T. Piazza, Secretary


**OFFICERS' CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Michael J. Dormer and Mark T. Piazza hereby certify that:

1. They are the Chairman and Chief Executive Officer and the Secretary, respectively, of DEPUY ORTHOPAEDICS, INC., an Indiana corporation (the "Corporation").
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the sole shareholder of the Corporation.
3. There is only one class of shares and the total number of shares outstanding is 1,000.
4. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation which exceeded the vote required, 51% of the outstanding shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: July 10, 2000



Michael J. Dormer, Chairman and Chief
Executive Officer



Mark T. Piazza, Secretary