

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DePuy, Inc.		08/15/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BSN medical, Inc.		
Street Address:	5825 Carnegie Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209-4633		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78334790	DELTA-FLEX	
CORRESPONDENCE DATA			
Fax Number:	(704)375-0729		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-375-9249		
Email:	jse@adamspat.com		
Correspondent Name:	J. Scott Evans		
Address Line 1:	301 S. Tryon Street		
Address Line 2:	2180 Two Wachovia Center		
Address Line 4:	Charlotte, NORTH CAROLINA 28282		
NAME OF SUBMITTER:	J. Scott Evans		
Signature:	/J. Scott Evans/		
Date:	08/29/2005		

CH \$40.00 78334790

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, DePuy, Inc, a Delaware corporation having offices at 700 Orthopaedic Drive Warsaw, Indiana 46581 (hereinafter "DePuy"), is the owner of all right, title and interest in and to the trademark shown in Schedule A which is attached hereto and hereby incorporated by reference (hereinafter "DePuy Trademark"); and

WHEREAS, BSN medical, Inc., a Delaware corporation having offices at 5825 Carnegie Boulevard, Charlotte, North Carolina 28209-4633 (hereinafter "ASSIGNEE") is desirous of acquiring the DePuy Trademark, together with the goodwill of the business symbolized by the DePuy Trademark; and

WHEREAS, ASSIGNEE and DePuy Orthopaedics, Inc. (hereinafter "DOI") parties to that certain Asset Purchase Agreement dated as of December 10, 2003 (hereinafter "the Purchase Agreement"), pursuant to which DOI has agreed to sell, and Assignee has agreed to purchase certain of DOI's assets, as set forth in the Purchase Agreement; and

WHEREAS, the Purchase Agreement also contemplates that DOI will cause DePuy to assign the DePuy Trademark to ASSIGNEE.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, by the parties follows:

1. DePuy does hereby assign, transfer, grant, convey and set over unto ASSIGNEE, its successors and assigns throughout the world, all right, title and interest in and to the DePuy Trademark, and any applications therefor and any registration resulting therefrom together with the goodwill of the business associated therewith and to all causes of action (either in law or equity), if any, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement.

2. The Effective Date of this assignment shall be August 15, 2005.

IN WITNESS WHEREOF, this Assignment is duly executed and delivered as of this 15TH day of August, 2005.

DEPUY, INC.

By: _____

Laurence S. Rickles

Title: Assistant Secretary

SCHEDULE A

U.S.A.

DELTA-FLEX

Application No. 78/334790

Class 5