# **JP \$40.00 26366**

# 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         |
|-------------------------|----------|----------------|---------------------|
| MacKenzie Medical, Inc. |          | 01/18/2006     | CORPORATION: HAWAII |

# RECEIVING PARTY DATA

| Name:           | Stryker Corporation   |  |
|-----------------|-----------------------|--|
| Street Address: | 65760 22nd Street     |  |
| City:           | Kalamazoo             |  |
| State/Country:  | MICHIGAN              |  |
| Postal Code:    | 49002                 |  |
| Entity Type:    | CORPORATION: MICHIGAN |  |

#### PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2636640 | MAESTRO   |

# **CORRESPONDENCE DATA**

Fax Number: (269)668-7155

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 269-668-7111

Email: docket@greatlakesip.com

Correspondent Name: David Goldenberg
Address Line 1: 65760 22nd Street

Address Line 4: Kalamazoo, MICHIGAN 49071

| ATTORNEY DOCKET NUMBER: | INST525               |
|-------------------------|-----------------------|
| NAME OF SUBMITTER:      | David S. Goldenberg   |
| Signature:              | /David S. Goldenberg/ |
| Date:                   | 01/30/2006            |

TRADEMARK REEL: 003236 FRAME: 0109

900040872

**Total Attachments: 3** 

source=2006-01-18 Signed Assgnmnt#page1.tif source=2006-01-18 Signed Assgnmnt#page2.tif source=2006-01-18 Signed Assgnmnt#page3.tif

> TRADEMARK REEL: 003236 FRAME: 0110

# ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered into on day of 300 kg by and between MacKenzie Medical, Inc., a corporation existing under the laws of the State of Hawaii having an address of Hahani Street, Kailua, Hawaii, 96734, ("Assignor") and Stryker Corporation, a corporation existing under the laws of the State of Michigan having an address of 2725 Fairfield Road, Kalamazoo, Michigan, 49002 ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of the trademark described in Exhibit A attached hereto and incorporated by reference herein (the "Mark"); and

Whereas, Assignor wishes to assign his rights in the Mark to Assignee.

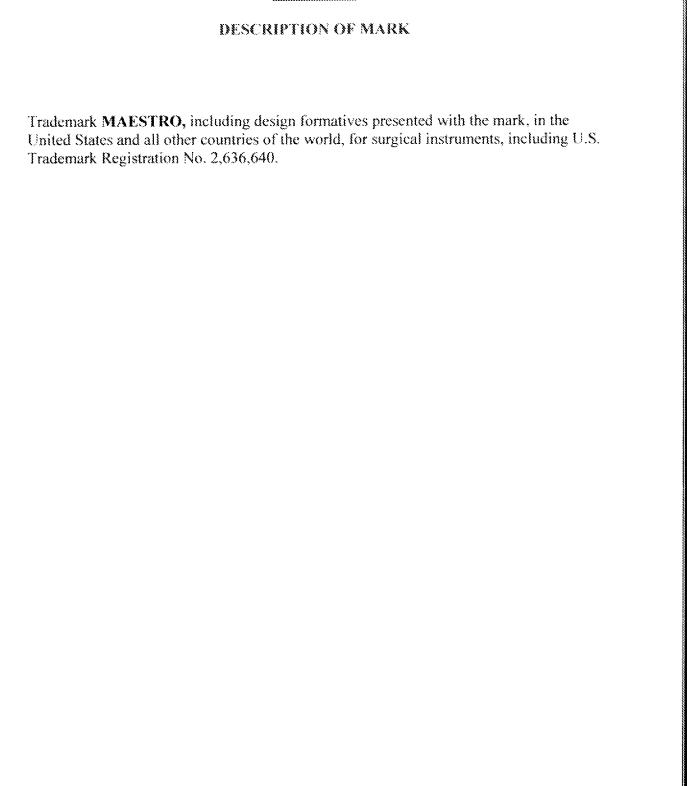
**Now, Therefore,** for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. ASSIGNMENT: Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Mark, including, but not limited to: (i) all registration rights with respect to the Mark, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Mark, and (iv) all income, royalties or claims relating to the Mark due or payable on or after the date of this Assignment.
- 2. ASSIGNOR'S REPRESENTATIONS: Assignor represents and warrants (i) that Assignor is the exclusive owner of the Mark, (ii) that Assignor possesses all rights, title and interest in and to the Mark, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Mark does not infringe on the rights of any other person or entity, and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
- CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
- 4. BINDING EFFECT: The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
- 5. GOVERNING LAW: This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan

[Remainder of this page intentionally left blank]

Assignment of Trademark

# EXHIBIT A



TRADEMARK REEL: 003236 FRAME: 0112

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed the day and year first above written.

# MacKENZIE MEDICAL, INC.

Aym Sheet

By: Down Macket N216

Title: President

Date: 118/06

GIGI M. McGRATH Thirty Public, Kalamazoo <mark>County, MI</mark> Thy Tubbalsolon Expires **3/29/2006** 

Assignment of Trademark

2