# OP \$40.00 26875

# 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               |
|------------------|----------|----------------|---------------------------|
| Russell Pflueger |          | 12/15/2005     | INDIVIDUAL: UNITED STATES |

# **RECEIVING PARTY DATA**

| Name:           | Stryker Corporation   |  |
|-----------------|-----------------------|--|
| Street Address: | 2725 Fairfield Road   |  |
| City:           | Kalamazoo             |  |
| State/Country:  | MICHIGAN              |  |
| Postal Code:    | 49002                 |  |
| Entity Type:    | CORPORATION: MICHIGAN |  |

#### PROPERTY NUMBERS Total: 1

| Property Type                | Number | Word Mark    |
|------------------------------|--------|--------------|
| Registration Number: 2687513 |        | DEKOMPRESSOR |

# **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 49071-9518

| ATTORNEY DOCKET NUMBER:                | INST528    |  |
|--|------------|--|
| NAME OF SUBMITTER: David S. Goldenberg |            |  |
| Signature: /David S. Goldenberg/       |            |  |
| Date:                                  | 01/30/2006 |  |

TRADEMARK REEL: 003236 FRAME: 0195

900040888

Total Attachments: 4

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> TRADEMARK REEL: 003236 FRAME: 0196

# ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on September \_\_\_\_\_, 2005, by and between Russell Pflueger, an individual, residing at 26911 Windsor Drive, San Juan Capistrano, California, 92675 ("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 do 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.
  - equest,
- **3. 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

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# EXHIBIT A

# DESCRIPTION OF MARK

[Include a brief description of the Mark including any trademark registration numbers]

Trademark **DEKOMPRESSOR** in the United States and all other countries of the world, for surgical instruments, including U.S. Trademark Registration No. 2,687,513.

TRADEMARK REEL: 003236 FRAME: 0198

| State of California   | Cathonia Art Thomas  |
|---|--|
| County of Orange ss.  | CALIFORNIA ALL-PURPOSE   |
| County of Ov ou lot   | CERTIFICATE OF ACKNOWLEDGMENT  |
| 15th della Carollagi  | alax Parmanella  |
| On Stay OF SECOND Before me, _  | Prior of Name of Matrice Public  |
| personally appeared D. RUSSELL DA   | 11106816   |
|   | Printed Name(s) of Signer(s)   |
| personally known to me - or -   |  |
| proved to me on the basis of satisfactory evidence:   |  |
| credible witness(es)  | William Constitution of the Constitution of th |
|   | f to the within instrument and acknowledged to me  |
| that he/she/they executed the same in his/her/the   | ir authorized capacity(ies), and that by his/her/their   |
| signature(s) on the instrument the person(s), or the executed the instrument.   | e entity upon behalf of which the person(s) acted,   |
|   | NUTSUIT OF THE STATE OF THE STA |
| ALEX PERKOWSKI  | WITNESS my hand and official seal.   |
| COMM. # 1571950   |  |
| ORANGE COUNTY O   |  |
| COMM. EAT. AT ML 22, 2007   | $200 \times 10 \times 10^{-1}$   |
| •   | Signature of Notary Public   |
| (Seal)  |  |
|   | INFORMATION  |
|   |  |
| <ul> <li>Although the information in this section is not required by keep acknowledgment to an unauthorized document and may p</li> </ul> | aw, it could prevent fraudulent removal and reattachment of this   |
| acknowledgment to an undumonzed document and may p  | nove userun to persons relying on the underted document.   |
| Description of Attached Document  |  |
| The preceding Certificate of Acknowledgment is attached   | to a documentAdditional information  |
| titled/for the purpose of ASSIGMMONT  | Additional Signer(s) Signer(s) Thumbprint(s)   |
| (*) (*) (*) (*) (*) (*) (*) (*) (*) (*)   | i i i i i i i i i i i i i i i i i i i  |
|   |  |
| containing pages, and dated   |  |
| The signer(s) capacity or authority is/are as:  |  |
| Individual(s)   |  |
| Attorney-in-Fact  |  |
| Corporate Officer(s)  |  |
| TAUC(3)   |  |
| Guardian/Conservator  |  |
| Partner - Limited/General   |  |
| Trustee(s)  |  |
| Other:  |  |
| representing: Namo(s) of Person(s) or Entity(les) Signer is Represen  | thou and the same of the same  |
| Namo(s) or Personts) or Entityties; Signer is Represen  | ung  |
|   |  |

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

**ASSIGNOR:** 

Russell Pflueger

12/15/05 (Date)

Notary Public

ALEX PERKOWSKI COMM. # 1571950
OF COMM. # 1571950
ORANGE COUNTY
COMM. EXP. APRIL 22, 2009

Assignment of Trademark

**RECORDED: 01/30/2006** 

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