

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

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### 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/AKA/TA

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

#### FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**

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FORM PTO-1618B  
Expires 08/30/99  
OMB 0651-0027

Page 2

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

202-289-1313

Name

JOSEPH D. LEWIS

Address (line 1)

BARNES & THORNBURG LLP

Address (line 2)

750 17TH STREET, N.W., SUITE 900

Address (line 3)

WASHINGTON, D.C. 20006-4675

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

12

**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)

2,227,950

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

02-1010

Authorization to charge additional fees:

Yes

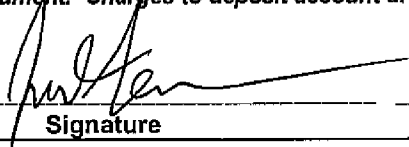
No

**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

4/6/06

Date Signed

TRADEMARK

REEL: 003285 FRAME: 0244



**SECRETARY OF STATE**

**CERTIFICATE OF FILING**

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the **9th** day of **September**, **1996**, there was filed in this office an amendment changing the corporation name from **ACE MEDICAL COMPANY**, a California corporation, to **DEPUY ACE MEDICAL COMPANY**.

Further, that on the **8th** day of **November**, **2000**, there was filed in this office a(n) **Articles of Merger** merging **DEPUY ACE MEDICAL COMPANY**, a California corporation, into **DEPUY ORTHOPAEDICS, INC.**, a(n) **Indiana** corporation.

Further, that according to our records said merged California corporation has ceased to exist as a separate corporate entity.

-IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of **August 27**, **2002**.



*Bill Jones*  
**BILL JONES**  
Secretary of State

tb

**TRADEMARK**

**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):

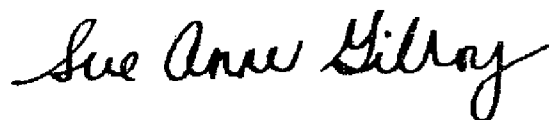
**MERGER NONSURVIVOR NOT QUALIFIED IN INDIANA**  
a(n) California For-Profit Foreign Corporation qualified in Indiana

merged with and into the surviving entity:

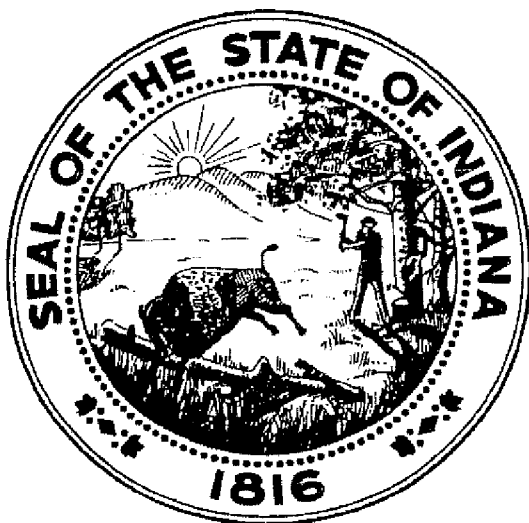
**DEPUY ORTHOPAEDICS, INC.**

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,  
SECRETARY OF STATE



1991110416 / 2000080745596

**TRADEMARK**

**REEL: 003285 FRAME: 0246**

1991110411

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

1991110416

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.

**TRADEMARK**

**REEL: 003285 FRAME: 0247**

**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]

**TRADEMARK**

**REEL: 003285 FRAME: 0248**

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 24<sup>th</sup> day of July, 2000.

DEPUY ORTHOPAEDICS, INC.

By:

  
\_\_\_\_\_  
Michael J. Dormer

Its:

Chairman and Chief Executive Officer

INDS01 KZC 381017v2

TRADEMARK

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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").

**RECITALS:**

**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.

**TRADEMARK**

**REEL: 003285 FRAME: 0250**



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.

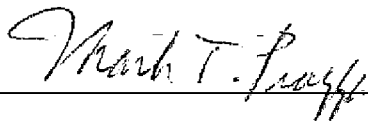
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IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, have caused this Merger Agreement to be executed by each of their duly authorized officers on the date and year first above written.

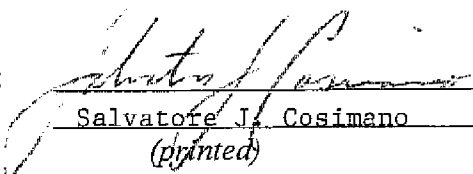
**DEPUY ORTHOPAEDICS, INC.**

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

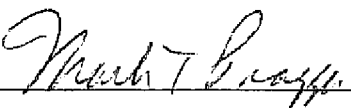
ATTEST:

By: 

**DEPUY ACE MEDICAL COMPANY**

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

ATTEST:

By: 

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