

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Purchase and Sale Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CeramTec AG		10/09/2003	AG organized under the laws of Germany:
RECEIVING PARTY DATA			
Name:	Eurocoating S.p.A.		
Street Address:	Via Al Dos De La Roda, 60		
City:	Cire - Pergine Valsugana (TN)		
State/Country:	ITALY		
Postal Code:	38057		
Entity Type:	Societa per azioni organized under the laws of Italy:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1443999	OSPROVIT	
CORRESPONDENCE DATA			
Fax Number:	(212)318-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1 212 318 3217		
Email:	Mrosenfeld@fulbright.com		
Correspondent Name:	Leon Medzhibovsky		
Address Line 1:	Fulbright & Jaworski LLP, 666 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10103		
ATTORNEY DOCKET NUMBER:	09885679		
DOMESTIC REPRESENTATIVE			
Name:	Leon Medzhibovsky		
Address Line 1:	Fulbright & Jaworski LLP, 666 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10103		

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NAME OF SUBMITTER:	Leon Medzhibovsky
Signature:	/Leon Medzhibovsky/
Date:	06/19/2007
Total Attachments: 5 source=3191_001_1#page1.tif source=3191_001_2#page1.tif source=3191_001_3#page1.tif source=3191_001_4#page1.tif source=3198_001#page1.tif	



PURCHASE AND SALE AGREEMENT
OF
COATING TECHNOLOGY AND TRADE NAMES
OF THE
COATING BUSINESS (HYDROXYLAPPATIT)

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Purchase and Sale Agreement

between

1. CeramTec AG, Fabrikstr. 23-29, D-73207 Plochingen, Germany
- hereinafter referred to as the "Seller" -

on the one hand and

2. Eurocoating S.p.A., 38057 CIRE' DI PERGINE (TN), Via Al Dos De La Roda, 60,
Italy
- hereinafter referred to as the "Buyer" -

on the other hand.

1. Current Status of the Coating (Hydroxylapatit) Business

- 1.1 Seller operates its coating business, i.e. the business of coating of dental implants, stems and cups for hip endoprostheses, and femur and tibia components (hereinafter referred to as the "Business").

As used herein, "Coating" means: Producing the coating material (Hydroxylapatit) with own machinery and equipment, coat diverse products with Hydroxylapatit after an accurate inspection of the products, and sending off the coated products in suitable boxes to the customers.


The Seller operates the Business as follows:

- 1.1.1 Seller has developed a coating technology which allows the coating of diverse products to fasten the medical treatment after implantation of these products. The products are send in by customers and are coated custommade for each product and customer.

- 1.1.2 Among other activities, Seller operates the Business in and from its production premises in Plochingen [Germany].

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REEL: 003564 FRAME: 0127

1.2 The sale and transfer of the TECHNOLOGY agreed in this Agreement comprises the entire HYDROXYLAPPATITE COATING TECHNOLOGY as it will exist on October 17^h, 2003, except for the furnaces for drying the raw material Hydroxylappatit. The Technology sold and transferred under this Agreement is hereinafter referred to as the "Transferred Technology" and includes the following assets: Coating technology and trade names (OSPROVIT and OSPROGEL).

The following items shall not be transferred at all:

- (i) [REDACTED]
- (ii) [REDACTED]
- (iii) [REDACTED] for the use of the name Ceramtec, and
- (iv) [REDACTED]

2. Sale of the Transferred Technology

On the Closing Date (as defined hereinafter), the Transferred Technology shall be sold and transferred subject to the provisions of this Agreement by the Seller to the Buyer (and the Seller and the Buyer shall take such action on or before the Closing Date as is necessary for such sales and transfers to occur and to be completed on the Closing Date).

With effect as of the Closing Date Seller hereby sells and transfers to the Buyer and Buyer purchases from Seller those assets (tangible and intangible) as more specifically set out in the Exhibits referred to in Sections 3 and 4 of this Purchase and Sale Agreement.

3. Sale of Assets

3.1 Seller hereby sells, free of all liens and encumbrances of whatever nature, as of the Closing Date to the Buyer and the Buyer hereby purchases from Seller all

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Exhibit 3.1.1: Trade Names - Overview

Marke	U/Z	Wipo-Code	Land	App.No.	App.Dt	Reg.No.	Reg.Dt.
Osprogel	M 215	DE	Deutschland	F 37473/10 Wz	30.04.1999	1 150 130	21.11.1989
Osprovit	M 216	CA	Kanada	568 276	25.08.1986	329 711	03.07.1987
Osprovit	M 217	DE	Deutschland	F 32869/10 Wz	19.07.1984	1 092 472	10.06.1986
Osprovit	M 218	DK	Dänemark	4536/86	11.07.1986	VR 1989 07752	15.12.1989
Osprovit	M 219	FI	Finnland	2834/86	11.07.1986	100 740	05.02.1988
Osprovit	M 220	GB	Großbritannien	1 271 236	14.07.1986	1 271 236	02.06.1989
Osprovit	M 223	IL	Israel	64 040	16.07.1986	64 040	15.03.1990
Osprovit	M 228	KR	Korea(Süd)	13233/1986	15.07.1986	141 502	21.05.1987
Osprovit	M 229	NO	Norwegen	862 826	11.07.1986	132 452	09.06.1988
Osprovit	M 1500	UA	Ukraine	95 072 349	31.07.1995	14 291	29.12.1999
Osprovit	M 3087	US	USA	631 382	20.11.1986	1,443,999	23.06.1987
Osprovit	M 225	WO	WIPO mit Erstreckung auf: Österreich, Benelux, Schweiz, Tschechien, Algerien, Agypten, Spanien, Frankreich, Kroatien, Ungarn, Italien, Korea (Nord), Lichtenstein, Marokko, Monaco, Portugal, Rumänien, Slowenien, Slowakei, San Marino, Lusolandien		16.07.1986	507 234	22.12.1986



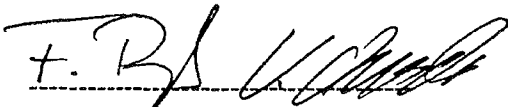
12.4 The restrictions contained in Section 12.3 shall not apply so as to prevent any Party from making any disclosure required by law or by any securities exchange or supervisory or regulatory or governmental body pursuant to rules to which it is subject (which announcements and shall contain only such information as is the minimum information required to be disclosed pursuant to such rules) or from making any disclosure to any professional adviser for the purposes of obtaining advice (provided always that the provisions of this Section shall apply to, and such Party shall procure that they apply to and are observed in relation to, the use or disclosure by such professional adviser of the information provided to him) nor shall the restrictions apply in respect of any information which comes into the public domain otherwise than by a breach of this Section by any Party.

12.5 This Agreement shall be governed by the laws of the Federal Republic of Germany.


12.6 Reference language will be English.

12.7 Exclusive place of jurisdiction for any dispute arising from or in connection with the agreement shall be, to the extent legally permissible, Plochingen [Germany].

October 9th 2003





CeramTec AG
Innovative Ceramic Engineering



Eurocoating S.p.A.,

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