

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
	Synergetics USA, Inc.		03/31/2010
	Synergetics, Inc.		03/31/2010
			Entity Type
			CORPORATION: DELAWARE
			CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Stryker Corporation		
Street Address:	2825 Airview Boulevard		
City:	Kalamazoo		
State/Country:	MICHIGAN		
Postal Code:	49002		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2889791	OMNI
CORRESPONDENCE DATA			
Fax Number:	(248)645-1568		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-645-1483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Howard & Howard Attorneys PLLC		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067-2557		
ATTORNEY DOCKET NUMBER:	060210.00459		
NAME OF SUBMITTER:	Christopher M. Francis		
Signature:	/Christopher M. Francis/		
Date:	04/30/2010		

CH \$40.00 2889791

Total Attachments: 4

source=TM Assignment-Synergetics#page1.tif

source=TM Assignment-Synergetics#page2.tif

source=TM Assignment-Synergetics#page3.tif

source=TM Assignment-Synergetics#page4.tif

Trademark Assignment

This Trademark Assignment ("**Trademark Assignment**") is entered into as of March 31, 2010 (the "**Effective Date**"), by and among Synergetics USA, Inc., a Delaware corporation, and Synergetics, Inc., a Missouri corporation (collectively, the "**Assignors**"), and Stryker Corporation, a Michigan corporation, acting through its Instruments Division ("**Assignee**"). This Assignment is made pursuant to and in connection with the transfer of the Purchased Assets to Assignee pursuant to a certain Asset Purchase Agreement among Assignors and Assignee dated November 10, 2009, as amended by an Amendment to Asset Purchase Agreement dated effective as of March 29, 2010 (the "**Purchase Agreement**"). Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Purchase Agreement.

Assignors are the owners of certain ideas, inventions, discoveries, improvements, technology concepts, designs, programs, works of authorship, know-how, trade secrets, business plans, customer lists or information, financial data, or other confidential or otherwise proprietary information, whether patentable or unpatentable, that relate to the Product Line or Omni-II and associated instruments and methods and that, as of the Effective Date have been created, discovered, acquired, conceived, reduced to practice or developed by Assignors ("**Proprietary Information**"). Assignors also own certain copyrights, trademarks, services marks, trade dress, trade secrets, patent applications, patents, continuations, continuations-in-part, divisionals, substitutes, renewals, reissues or reexamination resulting therefrom, and other forms of intellectual property protection or proprietary rights available any where in the world, arising out of or otherwise associated with Assignor's Proprietary Information, including, but not limited to, the intellectual property identified in the table below (collectively, "**Intellectual Property Rights**").

Assignors have used in interstate commerce trademarks, services marks, and trade dress included in the Intellectual Property Rights in its business in connection with the Product Line or Omni-II and associated instruments and methods, and is the owner of common law trademark rights and other rights and interests in and to the use of the trademarks, services marks, and trade dress included in the Intellectual Property Rights (collectively, the "**Trademark Rights**").

For good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Purchase Agreement, the sufficiency and receipt of which is hereby acknowledged, the Assignors hereby sell, assign, and transfer to Assignee, its successors and assigns, their entire right, title and interest in and to the Trademark Rights relating to the Purchased Assets and owned by Assignors, including but not limited to the trademarks, service marks, and trade dress identified below, together with the goodwill associated therewith. Assignors further assign to Assignee, its successors and assigns, the entire right, title, and interest in and to all claims for damages by reason of past infringement of any such Trademark Rights, together with the right to sue for, collect, and retain the proceeds for any past, present, and future infringement of any Trademark Rights.

Trademarks

Country	Mark
USA	Claw
USA	Micro Claw
USA	Omni-II

Trademark Registrations

Country	Mark	Registration Date	Registration No.
USA	Omni	Sept. 28, 2004	2889791

Assignor warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Trademark Assignment.

* * *

This Trademark Assignment has been executed by the parties as of the Effective Date.

SYNERGETICS USA, INC.

By

Its

Robert H. Dick
Chairman

SYNERGETICS, INC.

By

Its

Samuel H. Boone
VP / CFO

STRYKER CORPORATION, ACTING THROUGH
ITS INSTRUMENTS DIVISION

By

Its

1769318

[Trademark Assignment]

TRADEMARK
REEL: 004197 FRAME: 0012

This Trademark Assignment has been executed by the parties as of the Effective Date.

SYNERGETICS USA, INC.

By _____

Its _____

SYNERGETICS, INC.

By _____

Its _____

STRYKER CORPORATION, ACTING THROUGH
ITS INSTRUMENTS DIVISION

By *James M. Gast*
Its *President*

1769318

[Trademark Assignment]

RECORDED: 04/30/2010

TRADEMARK
REEL: 004197 FRAME: 0013