

TO:STEPHANIE A. GUMM/CARRIE J. BOLINGER COMPANY:111 EAST WAYNE STREET

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zimmer GmbH		02/22/2011	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Dr. Med. Andreas C. Staehelin		
Street Address:	St. Alban-Vorstadt 51		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	4052		
Entity Type:	INDIVIDUAL: <i>Switzerland</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3552959	SYSORB	
CORRESPONDENCE DATA			
Fax Number:	(260)460-1700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Stephanie A. Gumm/Carrie J. Bolinger		
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ATTORNEY DOCKET NUMBER:	ZTI-T02981 979028-1		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

3552959
CH-\$40.00

TO:STEPHANIE A. GUMM/CARRIE J. BOLINGER COMPANY:111 EAST WAYNE STREET

Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Stephanie A. Gumm
Signature:	/sag/
Date:	04/05/2011
Total Attachments: 3 source=ZTI-T02981 License Agreement SYSORB#page1.tif source=ZTI-T02981 License Agreement SYSORB#page2.tif source=ZTI-T02981 License Agreement SYSORB#page3.tif	

TO:STEPHANIE A. GUMM/CARRIE J. BOLINGER COMPANY:111 EAST WAYNE STREET

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License Agreement

"Agreement"

between

Zimmer GmbH
Sulzer-Allee 8
CH-8404 Winterthur

"Zimmer"

and

Dr. med. Andreas C. Staehelin
St. Alban-Vorstadt 51
CH-4052 Basel

"Developer"

each individually a "Party"
and collectively the "Parties"

regarding

granting of license and transfer of documents.

TO:STEPHANIE A. GUMM/CARRIE J. BOLINGER COMPANY:111 EAST WAYNE STREET

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License Agreement Zimmer GmbH / Dr. med. Andreas C. Staehelin

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License Agreement Zimmer GmbH / Dr. med. Andreas G. Staehelin

Recitals

- (A) Sulzer Orthopedics Ltd. (today Zimmer) and the Developer entered into an agreement dated July 19/August 14, 1998 ("Development Agreement"). Under the Development Agreement, the Developer undertook to support Zimmer with the development, registration, further development, production and distribution of the Sysorb-System (as defined in the Development Agreement). Zimmer undertook to remunerate the Developer for the Developer's activities.
- (B) Zimmer discontinued the production and distribution of the Sysorb-System and the Parties agree to terminate the Development Agreement by entering into a separate termination agreement dated on or about the date of this Agreement ("Termination Agreement").
- (C) The Developer wishes to take over the Sysorb-System and to produce and distribute the Sysorb-System in his own name and on his own account. The Developer wishes Zimmer to grant and provide him with the necessary license, information, documents, instruments and injection moulds needed to produce and distribute the Sysorb-System, in each case according to the terms of this Agreement.

Now, therefore, the Parties have concluded the following Agreement:

1. Granting of License

- 1.1 Subject to the termination of the Development Agreement, and subject to the Release (as defined in the Termination Agreement), Zimmer undertakes to grant, and hereby grants, the Developer a free of charge exclusive worldwide license on the Sysorb-System patents ("Patents") and trademarks ("Trademarks", together with the Patents the "IP") as listed in Annex 1.1 ("License"). During the term of the License, the Developer is permitted to develop, manufacture, market and/or distribute with any partner of his choice a new product based on the IP.
- 1.2 The current instruments as listed in Annex 1.2 and developed for the Sysorb-System that are unique to the Sysorb-System and that may not be used for other products by Zimmer, shall be included under the License.
- 1.3 Subject to the termination of the Development Agreement, and subject to the Release (as defined in the Termination Agreement), Zimmer further undertakes to grant, and hereby grants, the Developer a free of charge non-exclusive worldwide license on the current instruments as listed in Annex 1.3 developed for the Sysorb-System that (or who's designs) are not unique to the Sysorb-System.

2. Effective Date, Closing and Duration

- 2.1 The License and the license pursuant to section 1.3 shall become effective upon execution of this Agreement ("Effective Date").

TRADEMARK

RECORDED: 06/03/2011

REEL: 004554 FRAME: 0547