

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stryker Corporation		05/27/2011	CORPORATION: MICHIGAN
Stryker Biotech, LLC		05/16/2011	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Olympus Biotech Corporation		
<b>Street Address:</b>	35 South Street		
<b>City:</b>	Hopkinton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01748		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77949579	OPGENRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)425-5288		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	(212) 425-7200		
<b>Email:</b>	tmdocketny@kenyon.com		
<b>Correspondent Name:</b>	James E. Rosini, Esq.		
<b>Address Line 1:</b>	One Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	15284/20002		
<b>NAME OF SUBMITTER:</b>	James E. Rosini, Esq.		
<b>Signature:</b>	/James E. Rosini/		

OP \$40.00 77949579

**900195494**

**TRADEMARK  
 REEL: 004570 FRAME: 0137**

Date:

06/27/2011

Total Attachments: 2

source=OPGENRA in Class 5#page1.tif

source=OPGENRA in Class 5#page2.tif

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of February 1, 2011 (the "Effective Date"), by and between Stryker Corporation, a Michigan corporation having its principal office at 2825 Airview Boulevard, Kalamazoo, MI 49002, Stryker Biotech, LLC, a Michigan limited liability company having its principal office at 35 South Street, Hopkinton, MA 01748, and its Affiliates (collectively, "Stryker"), and Olympus Biotech Corporation, a Delaware corporation ("Olympus").

WHEREAS, Stryker holds the right, title and interest in the mark OPGENRA, U.S. Trademark Application Serial No. 77/949,579 and CTM Trademark Registration No. 5,263,421, both for the mark OPGENRA (collectively, the "Marks"), and Stryker and Olympus have entered into a separate agreement pursuant to which Stryker agreed to sell to Olympus and Olympus agreed to purchase from Stryker all of Stryker's right, title and interest in the Marks (the "Separate Agreement").

NOW, THEREFORE, be it known by all whom it may concern, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Appurtenant to Stryker's divestiture of a portion of its business, Stryker hereby assigns, transfers and sets over to Olympus, its successors and assigns, as successor to such business, and Olympus hereby accepts, Stryker's right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business identified through the use of and symbolized by the Marks, in the United States of America and throughout the world.

Nothing in this Trademark Assignment shall alter any liability or obligation of Stryker or Olympus arising under the Separate Agreement, which shall govern the obligations of the parties with respect to the Marks. In the event of any conflict or ambiguity between the terms hereof and the terms of the Separate Agreement, the terms of the Separate Agreement shall govern and be controlling.

IN WITNESS WHEREOF, Stryker and Olympus have caused this Trademark Assignment to be duly signed on its behalf.

Stryker Corporation

*Curt R Hartman*  
Name: Curt R Hartman  
Title: Vice President, CFO  
Date: 5/27/11

STATE OF Michigan

COUNTY OF Kalamazoo

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On May 27, 2011, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

*Diane L. Lunt*  
NOTARY PUBLIC Diane L. Lunt  
Residing at Kalamazoo, MI

My Commission Expires: 8/22/2014

Stryker Biotech, LLC

*[Signature]*

Name: Jamal E. Kender

Title: Group President

Date 16 May 2011

STATE OF MA )

: ss

COUNTY OF Worcester )

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On May 16, 2011, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.



My Commission Expires  
September 7, 2012

*[Signature]*

NOTARY PUBLIC

Residing at Hopkinton, MA

My Commission Expires: September 7, 2012



KIMBERLY A COFFEY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 7, 2012

Olympus Biotech Corporation

*[Signature]*

Name: HIROSHI HIZONO

Title: CEO

Date 09-JUN-11

Date

STATE OF )

: ss

COUNTY OF )

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On June 9, 2011, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

*[Signature]*

NOTARY PUBLIC

Residing at Hopkinton, MA

My Commission Expires: September 7, 2012