

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
aap Biomaterials GmbH		03/23/2012	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	Warsaw Orthopedic, Inc.		
Street Address:	2500 Silveus Crossing		
City:	Warsaw		
State/Country:	INDIANA		
Postal Code:	46582		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2947212	OSTIM	
CORRESPONDENCE DATA			
Fax Number:	7635052530		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7635052526		
Email:	trademark@medtronic.com		
Correspondent Name:	Medtronic, Inc.		
Address Line 1:	710 Medtronic Parkway		
Address Line 2:	LC 340		
Address Line 4:	Minneapolis, MINNESOTA 55432-5604		
ATTORNEY DOCKET NUMBER:	T3570US SP00206.200		
NAME OF SUBMITTER:	Cindy L. Evenson		
Signature:	/Cindy L. Evenson/		

CH \$40.00 2947212

Date:

08/23/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is delivered and effective as of March 22, 2012 by aap BioMaterials GmbH ("Assignor"), to and in favor of Warsaw Orthopedic, Inc. ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, the Parties have entered into a Intellectual Property and Technology License Agreement (the "Agreement") providing for the license and assignment by Assignor to Assignee of certain assets, including, without limitation, the Assigned Trademarks (as hereinafter defined);

WHEREAS, pursuant to the Agreement, Assignor agreed to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the trademark registrations identified and set forth on Schedule A attached hereto, and all goodwill associated with the foregoing (collectively, the "Assigned Trademarks");

WHEREAS, Assignee is the successor to that portion of the assets of the business of Assignor to which the Assigned Trademarks pertain and such business is ongoing;

WHEREAS, Assignor wishes to confirm Assignee's ownership of the trademark and assign to Assignee all worldwide right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby agree as follows:

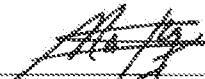
1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Trademarks, including the goodwill of the business in connection with which said mark is used and which is symbolized by said mark, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Trademarks that are or may be secured under the laws of the United States, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without limitation, in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.

2. Recordation of Assignment. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
3. Further Assistance. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

aap BioMaterials GmbH /Assignor

By 
Name: DR. S. HAHN Mark Hahn
Title: MD Authorized Officer

Warsaw Orthopedic, Inc./Assignee

By _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

aap BioMaterials GmbH /Assignor

By _____
Name:
Title:

Warsaw Orthopedic, Inc./Assignee

By _____
Name: *Douglas W. Long*
Title: *Senior Vice President & President
Medtronic Spinal*

Schedule A

Assigned Trademarks

Mark	Country	App/Reg. No./ Filing/Reg. Date	Current Owner
OSTIM	U.S.	2947212/ May 10, 2005	OSARTIS GmbH & Co. KG OSARTIS Verwaltungs-GmbH
OSTIM	International- Madrid System, AU CH CN DE EM ES FR GB IT RU	774975/ 14.01.2002	aap Biomaterials GmbH