

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MARSHALL STEELE & ASSOCIATES, LLC		09/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	HOWMEDICA OSTEONICS CORP.
<b>Street Address:</b>	325 CORPORATE DRIVE
<b>City:</b>	MAHWAH
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07430
<b>Entity Type:</b>	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3976431	PATIENT CONTINUUM OF CARE; COMMUNITY EDUCATION; PRIMARY CARE PHYSICIAN; SPECIALIST OFFICE; NON-OPERATIVE TREATMENT; PRE-OPERATIVE CARE; OPERATIVE CARE; HOSPITAL CARE; POST-OPERATIVE CARE; OUTCOMES MANAGEMENT
Registration Number:	3837327	DESTINATION CENTERS OF SUPERIOR PERFORMANCE
Registration Number:	3837326	MARSHALL   STEELE
Registration Number:	3921824	
Registration Number:	3528515	ANNIVERSARY OUTCOMES

**CORRESPONDENCE DATA**

Fax Number: 9086547866  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 908-654-5000  
 Email: trademarkadmin@ldlkm.com  
 Correspondent Name: THOMAS M. PALISI

CH \$140.00 3976431

Address Line 1: 600 SOUTH AVENUE WEST  
Address Line 4: WESTFIELD, NEW JERSEY 07090

NAME OF SUBMITTER:	THOMAS M. PALISI
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Signature:	/THOMAS M. PALISI/
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Date:	09/13/2012
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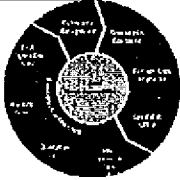

Total Attachments: 4  
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source=20120913125028015#page4.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is entered into as of October 1, 2011 (the "Effective Date"), by and between Marshall Steele & Associates, LLC ("Assignor") and Howmedica Osteonics Corp. ("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 Assignor, Assignee and certain members of Assignor dated September 30, 2011 (the "Purchase Agreement"). Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Purchase Agreement.

Assignor has used the Marks included in the Seller Intellectual Property in its business and associated instruments and methods, and is the owner of the Marks, including but not limited to the registrations and applications set forth below, together with the goodwill of the business identified through the use of and symbolized by the Marks throughout the world (collectively, the "Trademark Rights").

### Trademarks

Mark	Application Number Filing Date	Registration Number Registration Date	Goods/Services
	77/908,880 January 11, 2010	3,976,431 June 14, 2011	Consulting Services in the field of healthcare
Destination Centers of Superior Performance	77/908,891 January 11, 2010	3,837,327 August 24, 2010	Consulting Services in the field of healthcare
MARSHALL   STEELE	77/908,869 January 11, 2010	3,837,326 August 24, 2010	Consulting Services in the field of healthcare
	77/908,845 January 11, 2010	3,921,824 February 22, 2011	Consulting Services in the field of healthcare
Anniversary Outcomes	77/226,721 July 11, 2007	3,528,515 November 4, 2008	Medical counseling; Medical services

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 Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, and Assignee hereby accepts, Seller's entire right, title and interest in and to the Trademark Rights. Assignor further assigns to Assignee, its successors and assigns, and Assignee accepts, 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.

Seller hereby agrees, without further consideration and without expense to Assignee, to sign all lawful papers and to perform all other lawful acts which Assignee may reasonably request to make this assignment of the Marks included in the Seller Intellectual Property fully effective.

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.

\* \* \*

5758806

TRADEMARK  
REEL: 004860 FRAME: 0563

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

MARSHALL STEELE & ASSOCIATES, LLC

By David Steele  
Its Manager

STATE OF ILLINOIS )

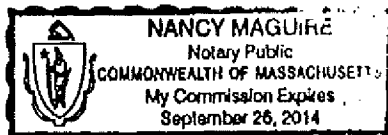
: ss.

COUNTY OF COOK )

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 9-27-11, 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.

Nancy Maguire  
NOTARY PUBLIC  
Residing at 30 HARDIN AVE  
WEST MOUTH MA

My commission expires: 9-26-14



HOWMEDICA OSTEONICS CORP.

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MICHIGAN )

: ss.

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 \_\_\_\_\_, 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.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

MARSHALL STEELE & ASSOCIATES, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF ILLINOIS )

: ss.

COUNTY OF COOK )

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 \_\_\_\_\_, 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.

NOTARY PUBLIC

Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

HOWMEDICA OSTEONICS CORP.

By T. M. McKinney  
Tony M. McKinney  
Vice President and Chief Accounting Officer

STATE OF MICHIGAN )

: ss.

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 September 29, 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.

NOTARY PUBLIC

Residing at \_\_\_\_\_

My commission expires: 12/19/17

