## 900252586 04/16/2013

# 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	Entity Type
Symmetry Medical Manufacturing, Inc.		04/11/2013	CORPORATION:

### RECEIVING PARTY DATA

Name:	Dr. Alton Lee Hunter Jr.	
Street Address:	1002 Hillcrest Ave.	
City:	Columbia	
State/Country:	TENNESSEE	
Postal Code:	38401	
Entity Type:	INDIVIDUAL: UNITED STATES	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4142847	ELBOWLOC

### CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 615-242-2400
Email: mcc@iplawgroup.com

Correspondent Name: Matthew Cox
Address Line 1: 1600 Division Street

Address Line 2: Suite 500

Address Line 4: Nashville, TENNESSEE 37203

NAME OF SUBMITTER:	Matthew C. Cox; TN Bar No. 028212
Signature:	/Matthew C. Cox/
Date:	04/16/2013

Total Attachments: 2

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#### TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Symmetry Medical Manufacturing, Inc ("Assignor") and A. Lee Hunter, Jr. ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: ELBOWLOC (USPTO Registration Number: 4142847) (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

- 1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
- 2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of zero dollars, payable on April 11, 2013.
- 3. Representations and Warranties. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
  - (c) The Trademark is free of any liens, security interests, encumbrances or licenses
  - (d) The Trademark does not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
  - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

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- 4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.
- 5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.
- 6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
- 7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Indiana.

Date: April 11, 2013

**ASSIGNEE** 

A. Lee Hunter, Jr

Śignature

A. Lee Hunter, Jr

Printed Name

RECORDED: 04/16/2013

ASSIGNOR

Symmetry Medical Manufacturing, Inc

Davidc. Milne

Signature

Printed Name

TRADEMARK

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