

## 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
Patton Surgical Corporation		05/11/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Stryker Corporation		
Street Address:	5900 Optical Court		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95138		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2725628	PASSPORT	
CORRESPONDENCE DATA			
Fax Number:	5124578008		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	512-457-8000		
Email:	cheusmann@dbcllp.com		
Correspondent Name:	Coti Heusmann		
Address Line 1:	700 Lavaca Street		
Address Line 2:	Suite 1300		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Coti Heusmann		
Signature:	/Coti Heusmann/		
Date:	06/04/2013		

OP \$40.00 2725628

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 11, 2011 (the "Effective Date") between Patton Surgical Corporation, a Delaware corporation, whose address is 301 Congress, Suite 1350, Austin Texas 78701 ("Assignor"), and Stryker Corporation, a Michigan corporation, acting through its Endoscopy Division, whose address is 5900 Optical Court, San Jose, CA 95138 ("Assignee").

WHEREAS, Assignor is the owner of all Transferred Trademarks (as defined in that certain Asset Purchase Agreement dated May 11, 2011, by and between Assignor and Assignee (the "Purchase Agreement")) including those described in Exhibit A, attached hereto and incorporated by reference herein, and any trade dress associated therewith (the "Marks"), together with the goodwill of the businesses with respect to which the Marks are associated or used;

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Capitalized terms used in this Assignment and not otherwise defined herein and defined in the Purchase Agreement shall have the meanings given to such terms in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, free and clear of any and all Liens, the entire right, title and interest in, to and under the Marks, including, without limitation, all common law rights, all registrations and applications for registration therefor, together with the whole of the goodwill of the business pertaining thereto, renewals or extensions thereof and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages and payments due or payable to Assignor as of the Effective Date or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. Use of Marks. Assignor shall discontinue all use of the Marks on or before the Effective Date, and shall not thereafter use the Marks or any mark or name confusingly similar thereto. Assignor agrees it will not, in any jurisdiction, challenge, oppose, apply to register or maintain any application for registration, or seek to cancel the use or registration, of the Marks or any mark or name similar thereto.


4. Further Actions. From time to time, if, as and when requested by Assignee, or by its successors or assigns, Assignor, or its successor or assigns, shall execute and deliver or cause to be executed and delivered all such instruments, authorizations, and other documents, and shall take or cause to be taken all such further or other actions, as the Assignee or its successors and assigns may deem necessary or appropriate in order to vest in and confirm unto Assignee all worldwide rights, titles and interests in and to the Marks and other items referenced in Section 2 of this Assignment and otherwise to carry out the intent and purposes of this Assignment.

5. No Conflict. Assignor warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

[Remainder of page is intentionally left blank.]

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the Effective Date.

PATTON SURGICAL CORPORATION

By   
Name: Ron Baker  
Its President

STRYKER CORPORATION, ACTING  
THROUGH ITS ENDOSCOPY DIVISION

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

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the Effective Date.

PATTON SURGICAL CORPORATION

By \_\_\_\_\_

Its \_\_\_\_\_

STRYKER CORPORATION, ACTING THROUGH  
ITS ENDOSCOPY DIVISION

By *[Signature]*

Its PRESIDENT, by *[Signature]*

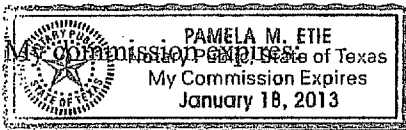
[Signature Page to Trademark Assignment]

State of Texas  
County of Jarvis

On this 10~~th~~ day of May, 2011 before me, a notary republic in and for said county, appeared Ron Baker, who is personally known to me to be the President of Patton Surgical Corporation, who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Patton Surgical Corporation.

GIVEN UNDER MY HAND and seal of office this 10~~th~~ of May, 2011.

Pamela M. Etie  
Notary Public



[Signature Page to Trademark Assignment]

Exhibit A  
Marks

SEE ATTACHED



IMATTER NO	GO ID	TYPE	SERIALNO	TITLE	RELATED	PRIORITY	FILE
1742-701USPT	US	UTL	12/604,961	CANNULA SEAL WITH PROTECTIVE LAYER	1142-701USPL	10/23/2008	10/23/2009
1742-702USPT	US	UTL	12/605,199	CANNULA ANCHOR	1142-702USPL	10/23/2008	10/23/2009
1142-700USPT	US	UTL	10/890,078	SURGICAL OBTURATOR	60/549,199	3/2/2004	7/13/2004
1142-701USPL	US	PRV	61/107,850	CANNULA SEAL WITH PROTECTIVE LAYER		10/23/2008	10/23/2008
1142-702USPL	US	PRV	61/107,870	CANNULA WITH ADJUSTABLE ANCHOR		10/23/2008	10/23/2008

TRADEMARKS

IMATTERNO	COUNTRY	TMARK	APPNO	REGNO	STATUS	FILE	REG
1142-600USTM	US	PASSPORT	76/337,930	2,725,628	REGISTERED	11/14/2001	6/10/2003
1142-601USTM1	US	FUNNEL	77/777,493	3,749,502	REGISTERED	7/9/2009	2/16/2010
1142-602USTM1	US	HOTBLADE	77/777,620	3,749,515	REGISTERED	7/9/2009	2/16/2010

TRADEMARK

REEL: 005041 FRAME: 0051