

## 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
DePuy Spine, Inc.		12/30/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	DePuy Synthes, Inc.		
Street Address:	700 Orthopaedic Drive		
City:	Warsaw		
State/Country:	INDIANA		
Postal Code:	46581		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3633247	CONFIDENCE	
Registration Number:	1737554	I/F CAGE	
Registration Number:	1687728	ISOLA	
Registration Number:	2241686	HEALOS	
Registration Number:	1559681	HALO CROWN	
Registration Number:	1437196	VSP	
CORRESPONDENCE DATA			
Fax Number:	2022891330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	joe.lewis@btlaw.com		
Correspondent Name:	Joseph D. Lewis		
Address Line 1:	1717 Pennsylvania Avenue, NW		
Address Line 2:	Suite 500		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		

OP \$165.00 3633247

ATTORNEY DOCKET NUMBER:	2726-400
NAME OF SUBMITTER:	Joseph D. Lewis
Signature:	/JDL/
Date:	07/18/2013

**Total Attachments: 11**

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**TRADEMARK ASSIGNMENT**

**BY AND BETWEEN**

**DEPUY SPINE, INC. (ASSIGNOR)**

**AND**

**DEPUY SYNTHES, INC. (ASSIGNEE)**

**EFFECTIVE DATE: DECEMBER 30, 2012**

**TRADEMARK  
REEL: 005073 FRAME: 0542**

## TRADEMARK ASSIGNMENT

This **AGREEMENT**, made and entered into and effective as of the 30th day of December, 2012 (the "Effective Date"), by and between **DePuy Spine, Inc.** an Ohio corporation with a principal place of business at 325 Paramount Drive, Raynham, MA 02767 ("Assignor"), and **DePuy Synthes, Inc.**, a Delaware corporation with a principal place of business at 700 Orthopaedic Drive, Warsaw, IN 46581 ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in, to and under the trademarks, service marks, trade names, logos, slogans, designs, trade dress and other proprietary designations, including but not limited to the trademark applications and registrations therefor set forth on Schedule A hereto, and all other applications and registrations therefor, along with all related common law marks and all appurtenant goodwill (collectively, the "Assigned Marks");

**WHEREAS**, Assignee, is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties intending to be legally bound, hereby agree as follows:

### ARTICLE 1. ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1 Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in all countries and jurisdictions of the world, in, to and under the Assigned Marks and any other common law trademarks, together with the goodwill of the business symbolized by the Assigned Marks and any other common law trademarks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the rights in the Assigned Marks throughout the world, and to collect for damages for past infringement of the rights in the Assigned Marks, in the sole name of Assignee, its successors, legal representatives and assigns; the aforesaid transferred right, title and interest to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

### ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 Assignor hereby represents and warrants to Assignee that Assignor owns the full right, title and interest in, to and under the Assigned Marks to allow it to assign, transfer, convey, and set over the entire right, title and interest assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

2.2 Assignor represents that there are currently no actions, suits or proceedings pending or to the knowledge of Assignor, threatened against or affecting the Assigned Marks, and that all the Assigned Marks are in force, and all maintenance fees therefor are current.

2.3 Assignor represents that there are no undisclosed contracts, licenses, commitments or other legal obligations affecting the Assigned Marks which are of such nature as to prevent or limit the rights assigned pursuant to this Agreement.

2.4 Assignor and Assignee warrant and represent that they have the requisite legal and corporate power and right to enter into this Agreement and to carry out all of their respective obligations under the terms of this Agreement.

### **ARTICLE 3. MISCELLANEOUS**

3.1 Should any provision of this Agreement be or become void because of being at variance with a law or decree of any pertinent governmental body, the remainder of this Agreement shall remain binding on both Parties. The Parties will use their best efforts to agree upon any changes in this Agreement which may be necessary in order to adjust its remaining provisions with regard to the omission of any invalid term in order to make this Agreement workable.

3.2 No modification or amendment to this Agreement shall be of any force or effect unless in a writing and signed by authorized representatives of both Parties hereto.

3.3 The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

3.4 Assignor agrees to cooperate with Assignee in the recording of this Agreement with appropriate government or other offices, and to otherwise implement this Agreement, if Assignee so requests. This includes executing any documents or supplementary agreements as appropriate in the relevant jurisdictions, including executing a short form Trademark Assignment, in substantially the same form as attached hereto as Exhibit A.

3.5 Assignor further agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents and take such actions as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Marks.

3.6 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

### **ARTICLE 4. APPLICABLE LAW AND NOTICES**

4.1 This Agreement shall be construed and interpreted, and its performance shall be governed by the substantive laws of Ohio.

4.2 Any notice or other communication which is required to be given by either Party to the other hereunder shall be in writing and shall be deemed to have been duly given when sent by registered or certified mail, postage prepaid, or by overnight delivery by a responsible third-

party carrier with tracking ability. Any notices required under this Agreement shall be addressed as follows, or to such other address as may be designated by either Party in writing:

FOR: DePuy Spine, Inc.  
325 Paramount Drive  
Raynham, MA 02767  
Attn: Monte B. Moore, Assistant Secretary

FOR: DePuy Synthes, Inc.  
700 Orthopaedic Drive  
Warsaw, IN 46581  
Attn: John F. Sharkey, Assistant Secretary

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written.

**DEPUY SPINE, INC.**

**DEPUY SYNTHES, INC.**

By: 

By: 

Name: John F. Sharkey

Name: John F. Sharkey

Title: Assistant Secretary

Title: Assistant Secretary

[SIGNATURE PAGE OF TRADEMARK ASSIGNMENT]

**SCHEDULE A – TRADEMARKS**

**DePuy Spine, Inc. to DePuy Synthes, Inc.**

<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
ACROMED	ARGENTINA	2504037	1998381
ACROMED	BENELUX	703939	435874
ACROMED	CHINA	910156	910156
ACROMED	CZECH REPUBLIC	56871	167937
ACROMED	FRANCE	INPI 881916	N 1430542
ACROMED	ITALY	MI/2007/9470	1278670
ACROMED	KOREA	40-1989-0005961	40-0193251-0000
ACROMED	SINGAPORE	T8902771D	T8902771D
ACROMED	TAIWAN	078021039	477255
CELLECT	COSTA RICA	0007588	140.777
CONFIDENCE	UNITED STATES OF AMERICA	78/835096	3633247
CROSSOVER	COSTA RICA	0007573	140.764
CROSSOVER	JAPAN	2004-024226	4811729
DESIGN (NESTED TRIANGLE)	BENELUX	750422	485921
DESIGN (NESTED TRIANGLE)	ITALY	MI/2010/5017	1409913
DEVEX	JAPAN	2004-034925	4824068
HALO CROWN	UNITED STATES OF AMERICA	73/768551	1559681
HEALOS	AUSTRALIA	700770	700770
HEALOS	AUSTRIA	4884/1995	163855
HEALOS	BENELUX	854730	583515
HEALOS	FRANCE	591673	95591673
HEALOS	GERMANY	39535777	39535777



<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
HEALOS	IRELAND	1995/05993	172912
HEALOS	ITALY	MI/2005/9324	1137191
HEALOS	JAPAN	H07-090099	3368312
HEALOS	NEW ZEALAND	257499	257499
HEALOS	NORWAY	19955426	180708
HEALOS	SWITZERLAND	10095	433906
HEALOS	UNITED KINGDOM	2032371	2032371
HEALOS	UNITED STATES OF AMERICA	74/641913	2241686
HEALOS BONE GRAFT SUBSTITUTE	CANADA	1113032	633316
HEALOSPLUS	EUROPEAN COMMUNITY	2547727	2547727
I/F CAGE	CANADA	675898	521004
I/F CAGE	DENMARK	VA 1991 01228	VR 1993 02109
I/F CAGE	FINLAND	199100772	120851
I/F CAGE	FRANCE	268849	1645381
I/F CAGE	GERMANY	4974110	2016429
I/F CAGE	HONG KONG	106591	021101993
I/F CAGE	HUNGARY	M9100817	132872
I/F CAGE	ITALY	MI/2011/878	1446100
I/F CAGE	KOREA	40-1991-0004731	40-0236476-0000
I/F CAGE	NEW ZEALAND	208116	208116
I/F CAGE	NORWAY	19910859	152338
I/F CAGE	RUSSIA	132286	101185
I/F CAGE	SINGAPORE	T9100964G	T9100964G
I/F CAGE	SOUTH AFRICA	1991/01737	1991/01737
I/F CAGE	SPAIN	1619283	1619283
I/F CAGE	SWITZERLAND	102519912	388324
I/F CAGE	TAIWAN	80007106	533640

<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
I/F CAGE	UNITED KINGDOM	1455748	1455748
I/F CAGE	UNITED STATES OF AMERICA	74/091758	1737554
IF CAGE	SWEDEN	1991/01555	237603
ISOLA	ARGENTINA	2600539	2139132
ISOLA	BENELUX	753198	488418
ISOLA	BRAZIL	817324160	817324160
ISOLA	CHINA	95011581	906175
ISOLA	COLOMBIA	93393041	154720
ISOLA	COSTA RICA	64.647	64.647
ISOLA	EL SALVADOR	E-1301-1994	00130/55
ISOLA	GERMANY	4889310	2002285
ISOLA	HONG KONG	7949	199301305
ISOLA	ITALY	MI/2011/334	1441470
ISOLA	JAPAN	H02-110732	2484989
ISOLA	MEXICO	167143	451418
ISOLA	NEW ZEALAND	205036	205036
ISOLA	NORWAY	19904896	148727
ISOLA	PUERTO RICO	37930	37930
ISOLA	SINGAPORE	668890	6688/90
ISOLA	SPAIN	1595291	1595291
ISOLA	SWEDEN	1990/08973	233125
ISOLA	SWITZERLAND	7044/1990	385984
ISOLA	TAIWAN	79044567	520710
ISOLA	THAILAND	270533	26912
ISOLA	UNITED KINGDOM	1442552	1442552
ISOLA	UNITED STATES OF AMERICA	74/093956	1687728
ISOLA	VENEZUELA	1993-006239	P178056
ISOLA (LOGO)	ARGENTINA	2504035	1998379

<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
ISOLA (LOGO)	BRAZIL	817324194	817324194
ISOLA (LOGO)	CHINA	95011580	910155
ISOLA (LOGO)	COLOMBIA	93393038	154718
ISOLA (LOGO)	COSTA RICA	84.648	84.648
ISOLA (LOGO)	EL SALVADOR	E-1300-1994	270/79
ISOLA (LOGO)	INDIA	616528	616528
ISOLA (LOGO)	MEXICO	167146	451421
ISOLA (LOGO)	SINGAPORE	T9301662D	T9301662D
ISOLA (LOGO)	THAILAND	253892	TM18099
ISOLA (LOGO)	URUGUAY	264272	357655
OSSIGEL	AUSTRALIA	778738	778738
OSSIGEL	BENELUX	927283	645053
OSSIGEL	EUROPEAN COMMUNITY	998286	998286
OSSIGEL	NORWAY	09695	198632
SLIM-LOC	ARGENTINA	2375333	2048415
SONGER	ARGENTINA	2516422	2013647
SONGER	AUSTRIA	3726/1993	149689
SONGER	BENELUX	801405	535627
SONGER	BRAZIL	817433694	817433694
SONGER	COLOMBIA	404644	155533
SONGER	EL SALVADOR	130294	175
SONGER	HUNGARY	M9303675	140696
SONGER	ITALY	MI/2003/5278	1039628
SONGER	JAPAN	H05-099046	3335927
SONGER	MEXICO	176696	443785
SONGER	PARAGUAY	173870	274823
SONGER	RUSSIA	93040449	125723
SONGER	SOUTH AFRICA	1993/06655	1993/06655
SONGER	SWITZERLAND	96941993	414556

<u>MARK</u>	<u>COUNTRY</u>	<u>Application Number</u>	<u>Registration Number</u>
SONGER	THAILAND	253893	TM18098
SONGER	URUGUAY	264558	354675
VSP	ARGENTINA	2504036	1998380
VSP	BRAZIL	817324178	817324178
VSP	CHINA	95011582	906176
VSP	COLOMBIA	93393040	166435
VSP	COSTA RICA	84.645	84.645
VSP	MEXICO	167144	451419
VSP	PARAGUAY	324730	269032
VSP	TAIWAN	84029806	00726071
VSP	THAILAND	253889	TM21975
VSP	UNITED STATES OF AMERICA	73/616625	1437196
VSP	URUGUAY	264273	357624

**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

WHEREAS, **DePuy Spine, Inc.**, an Ohio corporation with a principal place of business at 325 Paramount Drive, Raynham, MA 02767, USA ("Assignor"), is the owner of the marks, pending applications and trademark registrations listed in the attached Schedule A ("the Marks"), and all the goodwill and reputation attached thereto and all rights in any cause of action related thereto throughout the world; and


WHEREAS, **DePuy Synthes, Inc.**, a Delaware corporation with a principal place of business at 700 Orthopaedic Drive, Warsaw, IN 46581, USA ("Assignee"), is desirous of acquiring the full right, title and interest in, to and under the Marks and the goodwill and reputation accrued in connection and associated therewith, and all rights in any cause of action related thereto throughout the world, from the Assignor;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment, transfer and set over unto the Assignee of the entire right, title and interest in and to the Marks, together with all goodwill and reputation attached or related thereto, and any cause of action related to the Marks throughout the world.

Dated: December 30, 2012.


**DEPUY SPINE, INC.**

**DEPUY SYNTHES, INC.**

By:  \_\_\_\_\_

Name: John F. Sharkey

Title: Assistant Secretary

By:  \_\_\_\_\_

Name: John F. Sharkey

Title: Assistant Secretary