

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 Orthopaedics, Inc.		12/30/2012	CORPORATION: INDIANA

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: 27

Property Type	Number	Word Mark
Registration Number:	2488081	ACCLAIM
Registration Number:	1280630	AML
Registration Number:	1644332	ARTICUL/EZE
Registration Number:	0893803	DEPUY
Registration Number:	1166357	DEPUY
Registration Number:	1170038	DUAL LOCK
Registration Number:	1666615	DURALOC
Registration Number:	1985941	FRONTIER
Registration Number:	1190309	HEMO-DRAIN
Registration Number:	1315598	KAM VAC
Registration Number:	1387435	LCS
Registration Number:	1931894	MILESTONE
Registration Number:	1158969	POROCOAT
Registration Number:	1874602	PRISM

OP \$690.00 2488081

Registration Number:	1848164	PRODIGY
Registration Number:	2249944	PROSTALAC
Registration Number:	1767995	REFINE
Registration Number:	1707947	REPEL
Registration Number:	1938813	REPLICA
Registration Number:	2517838	RESTORE
Registration Number:	1635408	SOLUTION SYSTEM
Registration Number:	1681076	STERI-CUFF
Registration Number:	1670152	STERILE VIEW
Registration Number:	2178565	T.L.I.F.
Registration Number:	1319198	TRACKER
Registration Number:	1312188	TRI-LOCK
Registration Number:	2255171	XTREMES

**CORRESPONDENCE DATA**

Fax Number: 2022891330  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 202-289-1313  
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

ATTORNEY DOCKET NUMBER:	2726-400
NAME OF SUBMITTER:	Joseph D. Lewis
Signature:	/JDL/
Date:	07/12/2013

**Total Attachments: 9**

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**TRADEMARK ASSIGNMENT**

**BY AND BETWEEN**

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

**AND**

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

**EFFECTIVE DATE: DECEMBER 30, 2012**

**TRADEMARK  
REEL: 005075 FRAME: 0355**

## 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 Orthopaedics, Inc.** an Indiana corporation with a principal place of business at 700 Orthopaedic Drive, Warsaw, IN 46580 ("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 Indiana.

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 Orthopaedics, Inc.  
700 225 East  
Warsaw, IN 46582  
Attn: Legal Department

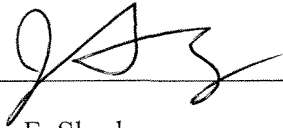
FOR: DePuy Synthes, Inc.  
700 Orthopaedic Drive  
Warsaw, IN 46581  
Attn: John F. Sharkey, Assistant Secretary

*[Signature Page Follows]*

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

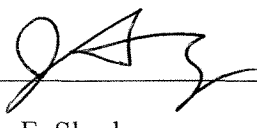
**DEPUY ORTHOPAEDICS, INC.**

**DEPUY SYNTHES, INC.**

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

Name: John F. Sharkey

Title: Assistant Secretary

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

Name: John F. Sharkey

Title: Assistant Secretary

[SIGNATURE PAGE OF TRADEMARK ASSIGNMENT]

## SCHEDULE A – TRADEMARKS

### DePuy Orthopaedics, Inc. to DePuy Synthes, Inc.

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration Number</b>
ACCLAIM	UNITED STATES OF AMERICA	75/524762	2488081
ACE	FRANCE	184081	1572710
ACE	SOUTH KOREA	40-1992-0009003	40-0267170-0000
ACE	ITALY	MI/2011/6775	1460633
ACE CANNULATED	SOUTH KOREA	40-1992-0009009	40-0267175-0000
ACE FISCHER	SOUTH KOREA	40-1992-0009007	40-0267174-0000
ACE HALLO VEST	JAPAN	4898	2023444
ACE MEDICAL	SOUTH KOREA	40-1992-0009005	40-0267172-0000
ACE ORTHOPAEDIC	SOUTH KOREA	40-1992-0009004	40-0267171-0000
ACE UNIFIX	SOUTH KOREA	40-1992-0009011	40-0267177-0000
ACE UNIVERSAL	SOUTH KOREA	40-1992-0009010	40-0267176-0000
AMK	NEW ZEALAND	246061	246061
AML	NEW ZEALAND	246056	246056
AML	UNITED STATES OF AMERICA	73/426691	1280630
ARTICUL/EZE	UNITED STATES OF AMERICA	74/077823	1644332
DE PUY	CHILE	762184	789487
DEPUY	FINLAND	199603185	207038
DE PUY	FRANCE	302996	1685756
DE PUY	GERMANY	67389	1022269
DE PUY	GREECE	70620	70620
DEPUY	PUERTO RICO	35842	35842
DEPUY	SWEDEN	1981/01151	177592
DEPUY	SWITZERLAND	5550/1981	2P-318811



<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration Number</b>
DEPUY	UNITED STATES OF AMERICA	72/300912	893803
DEPUY (AND DESIGN)	UNITED STATES OF AMERICA	73/241313	1166357
DUAL LOCK	UNITED STATES OF AMERICA	73/218930	1170038
DURALOC	INDIA	730295	730295
DURALOC	NEW ZEALAND	246058	246058
DURALOC	UNITED STATES OF AMERICA	74/130980	1666615
FRONTIER	UNITED STATES OF AMERICA	74/343786	1985941
HEMO-DRAIN	UNITED STATES OF AMERICA	73/275804	1190309
HYLAMER	FRANCE	170834	1562622
KAM VAC	UNITED STATES OF AMERICA	73/429303	1315598
LCS	UNITED STATES OF AMERICA	73/552976	1387435
MARATHON	CANADA	877270	611794
MILESTONE	UNITED STATES OF AMERICA	74/343800	1931894
ORTHOGRAFT	BENELUX	664502	398736
ORTHOGRAFT	CANADA	0513573	TMA301939
ORTHOGRAFT	FRANCE	697991	1267215
ORTHOGRAFT	GERMANY	39602	1107510
ORTHOGRAFT	ITALY	MI2004C002577	1082024
ORTHOGRAFT	SWEDEN	1984-2366	193683
POROCOAT	BENELUX	663530	396542
POROCOAT	FRANCE	900767	1449816
POROCOAT	GERMANY	43768	974294
POROCOAT	ITALY	MI2004C002575	1082022
POROCOAT	SWEDEN	1984/1097	193296

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration Number</b>
POROCOAT	UNITED STATES OF AMERICA	73/137636	1158969
PRISM	UNITED STATES OF AMERICA	74/802037	1874602
PRODIGY	NEW ZEALAND	246060	246060
PRODIGY	UNITED STATES OF AMERICA	74/332926	1848164
PROSTALAC	CANADA	796988	503908
PROSTALAC	UNITED STATES OF AMERICA	75/098179	2249944
REFINE	UNITED STATES OF AMERICA	74214157	1767995
REPEL	UNITED STATES OF AMERICA	74/088578	1707947
REPLICA	UNITED STATES OF AMERICA	74/618753	1938813
RESTORE	UNITED STATES OF AMERICA	75/534241	2517838
STERILE VIEW	UNITED STATES OF AMERICA	74130979	1670152
STERI-CUFF	UNITED STATES OF AMERICA	74081958	1681076
SOLUTION SYSTEM	UNITED STATES OF AMERICA	74/053890	1635408
T.L.I.F.	UNITED STATES OF AMERICA	75/333782	2178565
TRACKER	UNITED STATES OF AMERICA	73/478792	1319198
TRI-LOCK	UNITED STATES OF AMERICA	73/422125	1312188
XTREMES	UNITED STATES OF AMERICA	75/419645	2255171

**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

WHEREAS, **DePuy Orthopaedics, Inc.**, an Indiana corporation with a principal place of business at 700 225 East, Warsaw, IN 46582, 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;

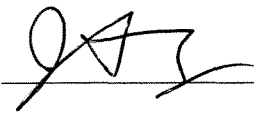
NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment, transfer and set over unto the Assignee of the entire right, title and interest in and to the Marks, together with all goodwill and reputation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

Dated: December 30, 2012.

**DEPUY ORTHOPAEDICS, INC.**

**DEPUY SYNTHES, INC.**

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

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

Name: John F. Sharkey

Name: John F. Sharkey

Title: Assistant Secretary

Title: Assistant Secretary