

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
Bioelectron, Inc.		05/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EBI, LLC		
Street Address:	399 Jefferson Road		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1281427	ORTHOPAK	
CORRESPONDENCE DATA			
Fax Number:	2486411700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	248-641-1600		
Email:	docketingtm@hdp.com		
Correspondent Name:	Lisabeth H. Coakley		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	5490TE-201246/US		
NAME OF SUBMITTER:	Lisabeth H. Coakley		
Signature:	/lhc/		
Date:	10/14/2013		
Total Attachments: 2 source=BIOELECTRON - EBI_LLC Assignment#page1.tif source=BIOELECTRON - EBI_LLC Assignment#page2.tif			

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ASSIGNMENT

This Agreement is made and entered into as of the 31st day of May, 2013 ("Effective Date"), by and between Biolectron, Inc., a Delaware corporation having its principle place of business at 399 Jefferson Road, Parsippany, NJ 07054 (hereinafter "Assignor"), and EBI, LLC, an Indiana limited liability company having its principle place of business at 399 Jefferson Road, Parsippany, NJ 07054 (hereinafter "Assignee").

BACKGROUND

Assignor and Assignee are member companies of a multinational group of companies ultimately owned by Biomet, Inc., an Indiana corporation, dedicated to the development, marketing and selling worldwide of reconstructive products, including orthopedic joint replacement products, fixation products, spinal products, electrical bone growth stimulation products, dental reconstruction products, biomaterials and related medical devices.

Assignor owns rights, title, and interests in certain patents and patent applications, the inventions disclosed and claimed therein, and patent applications that rely on the patents and/or patent applications for priority, that relate exclusively to the electrical bone growth stimulation business field (hereinafter "Patents").

Assignor is the owner of certain unpublished research and development information, unpatented inventions, know-how, trade secrets, works of authorship and copyrights therein, and technical data relating to the design and development of products and services that relate exclusively to the electrical bone growth stimulation business field (hereinafter "Proprietary Information").

Assignor owns rights, title, and interests in certain trademark registrations, trademark registration applications, and common law trademark rights that relate exclusively to products and services in the electrical bone growth stimulation business field and all goodwill associated therewith (hereinafter "Trademarks").

Assignor is a party to certain agreements with third parties under which Assignor is the licensee, licensor, buyer, or seller of intellectual property rights that relate exclusively to the electrical bone growth stimulation business field (hereinafter "IP Agreements").

Assignor desires to assign to Assignee, and Assignee is willing to accept by assignment from Assignor, all of Assignor's rights, title, and interests in and to the Patents, the Proprietary Information, the Trademarks, and the IP Agreements that relate exclusively to the electrical bone growth stimulation business field, all of which will be hereinafter collectively referred to as "Intellectual Property".

GRANT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, its successors and assigns, all of Assignor's rights, title, and interests in and to the Intellectual Property, including the Proprietary Information, as well as the Patents, the inventions claimed in the Patents, and any patent applications in any country directed to the inventions claimed therein, all

continuations, continuation-in-part applications, divisional, reissues, reexaminations, renewals and extensions thereof, and all rights to claim priority on the basis of the Patents or the patent applications, and all accrued causes of action for damages for infringement thereof, as well as the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and with the right to recover and have damages and profits for past infringement, if any.

In furtherance of this Agreement, Assignor hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of Assignor's rights, title, and standing to receive all rights and benefits pertaining to the Intellectual Property, institute and prosecute all suits and proceedings, and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Intellectual Property, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents and trademark registrations on applications as described above to issue all Letters Patents for inventions and registrations for trademarks to Assignee, in accordance with the terms of this Agreement.

Assignor shall execute and deliver to Assignee, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of all the Intellectual Property to Assignee, or the original ownership of all the Intellectual Property on the part of Assignors, to the fullest extent possible. Assignor further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Assignee in and to the Intellectual Property and to perform any other acts deemed necessary to carry out the intent of this Agreement.

For purposes of clarity, the Intellectual Property that is the subject of this Agreement includes only the intellectual property related exclusively to the electrical bone growth stimulation business field that is currently being used by Assignor and Assignee in their respective businesses.

This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BIOELECTRON, INC. ("Assignor")

EBI, LLC ("Assignee")

By: James Dillen
Name: JAMES DILLEN
Title: VP - WW TAX

By: David L. Anderson
Name: DAVID L. ANDERSON MEYER
Title: VICE PRESIDENT - INTELLECTUAL PROPERTY