

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Subchondroplasty Orthopedics, LLC		05/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
Knee Creations, LLC		05/02/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Zimmer GmbH
<b>Street Address:</b>	Sulzer Allee 8
<b>City:</b>	8404 Winterthur
<b>State/Country:</b>	SWITZERLAND
<b>Entity Type:</b>	CORPORATION: SWITZERLAND

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	77630000	SCP
Serial Number:	77629996	SUBCHONDROPLASTY
Serial Number:	85437649	ACCUPORT
Serial Number:	85647471	ACCUPORT
Serial Number:	85603116	ACCUGRAFT

**CORRESPONDENCE DATA**

Fax Number: 6123496556  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: (612) 339-7461  
 Email: Jim.Nikolai@nm-iplaw.com  
 Correspondent Name: James T. Nikolai  
 Address Line 1: 900 Second Avenue So.  
 Address Line 2: Suite 1550  
 Address Line 4: Minneapolis, MINNESOTA 55402

**TRADEMARK**

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

James T. Nikolai

Signature:

/James T. Nikolai/

Date:

10/22/2013

Total Attachments: 7

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of the 2<sup>nd</sup> day of May, 2013 (the "Effective Date"), by and between Zimmer GmbH, a corporation organized under the laws of Switzerland ("Buyer"), and Subchondroplasty Orthopedics, LLC, and Knee Creations, LLC, each a limited liability company organized under the laws of the State of Delaware (individually, a "Seller" and collectively, "Sellers").

WHEREAS, pursuant to the terms of the Asset Purchase Agreement dated as of April 15, 2013 by and between Buyer and Sellers (the "Asset Purchase Agreement"), Buyer has purchased from Sellers all of their right, title and interest in and to the Business IP (as defined in Schedule A attached hereto), including without limitation all of the Trademarks (as defined in Schedule A attached hereto) constituting part of the Business IP (including, without limitation, the Trademarks listed in Exhibit A attached hereto) (collectively, the "Assigned Trademarks"); and

WHEREAS, the parties have agreed in the Asset Purchase Agreement to memorialize the assignment of the Assigned Trademarks from Sellers to Buyer in a separate document;

NOW, THEREFORE, in consideration of the mutual promises and premises set forth in the Asset Purchase Agreement and this Trademark Assignment and the sums paid and payable by Buyer to Sellers under the Asset Purchase Agreement, the parties hereby agree as follows:

Sellers hereby sell, assign, transfer and convey to Buyer, its successors and assigns, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options and limitations of every kind, all of Sellers' worldwide right, title and interest in, to and under the Assigned Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, and all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Trademark Assignment, and any and all applications, registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Buyer, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Sellers had this Trademark Assignment not been made. Sellers shall execute, acknowledge and deliver to Buyer, at Buyer's request, any and all further documents, papers, affidavits, statements and/or other instruments, reasonably

requested by Buyer, to confirm Buyer's ownership of all rights pursuant to this Trademark Assignment. This Trademark Assignment shall be binding upon the successors and assigns of the Sellers and inure to the benefit of the successors and assigns of Buyer.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered as of the Effective Date:

ZIMMER GMBH

By: 

Name: Guillaume Génin  
Title: Authorized Signatory

SURCHONDROPLASTY ORTHOPEDICS, LLC

KNEE CREATIONS, LLC

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered as of the Effective Date.

ZIMMER GMBH

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

Name: Guillaume Génin  
Title: Authorized Signatory

SUBCHONDRAL OSTEOPLASTY ORTHOPEDICS, LLC

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

Name: MICHAEL J. SIMPSON

Title: PRESIDENT/CEO

KNEE CREATIONS, LLC

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

Name: MICHAEL J. SIMPSON

Title: PRESIDENT/CEO

SCHEDULE A to Trademark Assignment

"Business IP" means all Intellectual Property, excluding Shrink/Click Licenses (as defined in the Asset Purchase Agreement) that (i) covers, protects, or is used by either Seller in connection with, any of the Products, and/or (ii) is necessary to operate the business of Sellers as presently conducted, including the Trademarks listed in Exhibit A attached hereto.

"Intellectual Property" means all Patents (as defined in the Asset Purchase Agreement), Copyrights (as defined in the Asset Purchase Agreement), Industrial Designs (as defined in the Asset Purchase Agreement), Proprietary Information (as defined in the Asset Purchase Agreement), Trademarks, Computer Software (as defined in the Asset Purchase Agreement), inventions (whether or not patentable and whether or not reduced to practice), techniques, processes, methods and similar proprietary rights, and all modifications, enhancements and other improvements thereto.

"Product" means any product, surgical technique or treatment method that, at any time on or before the Closing Date, was designed, developed, manufactured, marketed, distributed or sold, in whole or in part, by a Seller.

"Trademarks" means all trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, trade names, registered trade names and applications for registration of trade names and internet domain names, other indications of origin, the goodwill associated with the foregoing, and any extension, modification or renewal of any of the foregoing registrations or applications, in each case, in any jurisdiction.

EXHIBIT A to Trademark Assignment

Trademark Name	Filing Date	Publication Date	Serial Number	Status	Goods/Services
MEDICARB	January 18, 1984	May 15, 1985	UK00121101 3	Registered/ Active	SURGICAL AND MEDICAL APPARATUS AND INSTRUMENTS
MEDICARB	March 12, 1984	September 28, 1984	Switzerland 1342/1984	Registered/ Active	SURGICAL AND MEDICAL APPARATUS AND INSTRUMENTS
MEDICARB	February 6, 1989	NA	South Africa 89/0867	Registered/ Active	SURGICAL AND MEDICAL APPARATUS AND INSTRUMENTS, PART OF AND ACCESSORIES FOR THE FOREGOING
SCP	December 10, 2008	November 03, 2009	US 77/630000	Registered/ Active	MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY; SURGICAL ACCESS DEVICES; MEDICAL AND SURGICAL KITS CONTAINING MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY AND SURGICAL ACCESS DEVICES
SUBCHONDROPLASTY	December 10, 2008	November 03, 2009	US 77/629996	Registered/ Active	MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY; SURGICAL ACCESS DEVICES; MEDICAL AND SURGICAL KITS CONTAINING MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY AND SURGICAL ACCESS DEVICES
ACCUPORT	October 3, 2011	March 13, 2012	US 85/437649	Allowed- intent-to-use/ Active	MEDICAL DEVICES, NAMELY SCREWS FOR USE FOR THE FIXATION OF BONE FRACTURES AND BONE RECONSTRUCTIONS



Trademark Name	Filing Date	Publication Date	Serial Number	Status	Goods/Services
ACCUPORT	June 8, 2012	September 11, 2012	US 85/647,471	Registered/ Active	MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY
ACCUGRAFT	April 19, 2012	September 11, 2012	US 85/603,116	Allowed-intent-to-use/ Active	SURGICAL IMPLANTS MADE OF ALLOGRAFT, NAMELY CORTICAL BONE