

## 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
ActiViews Ltd.		07/31/2013	LIMITED LIABILITY COMPANY: ISRAEL
RECEIVING PARTY DATA			
Name:	Stryker Leibinger GmbH & Co. KG		
Street Address:	Botzinger Strasse 41		
City:	Freiburg		
State/Country:	GERMANY		
Postal Code:	D-79111		
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4206583	CT GUIDE	
Registration Number:	4203483	NAVIGATE WITH CONFIDENCE	
CORRESPONDENCE DATA			
Fax Number:	2486451568		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2486451483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Daniel H. Bliss		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067		
ATTORNEY DOCKET NUMBER:	060500.00211, 212		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 4206583

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Daniel H. Bliss

Signature:

/Daniel H. Bliss/

Date:

02/27/2014

Total Attachments: 7

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

source=Assignment#page6.tif

source=Assignment#page7.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 31<sup>st</sup> day of July, 2013, by and between ActiViews Ltd., a limited company incorporated and registered under the laws of Israel with its principal place of business at 7 Nahum Haat Street, Beit Itzhak Building, Haifa 31905, Israel (the "Assignor") and Stryker Leibinger GmbH & Co. KG, a company organized and existing under the laws of Germany with its principal place of business at Botzinger Strasse 41, D-79111, Freiburg, Germany ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Agreement (as defined below).

**WHEREAS**, Assignor is the owner of those certain trademarks set forth in the attached Schedule A (the "Trademarks"); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, dated July 30, 2013 (the "Agreement"), by and between Assignee and Assignor, Assignee is acquiring from Assignor, and Assignor is selling and transferring to Assignee all of Assignor's right, title and interest in and to the Trademarks and all registrations and applications therefor, and all goodwill associated therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee accepts, all of Assignor's right, title and interest in all countries throughout the world, in and to (i) the Trademarks, whether or not registered, together with the goodwill of the business in connection therewith in all countries throughout the world, (ii) all registrations and applications for registration thereof, if any, and any renewals or extensions thereof (iii) all common law rights in the Trademarks, (iv) all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and collect damages for past infringement or unauthorized use of the Trademarks, whether infringements are now known or later discovered, (v) all records and files relating to the Trademarks, and (vi) the right to secure recordation of the Trademarks and this Assignment; the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled, or abandoned due to the contribution, assignment and/or conveyance of the Trademark hereunder, including without limitation, any trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation, or abandonment of such trademark application.

In order to give full force and effect to this Assignment, Assignor agrees that Assignee may record this Assignment with the United States Patent and Trademark Office or with any government agency worldwide whose duty is to register and record ownership of trademarks, and Assignor further agrees to sign any additional documents or assist in the transfer of the Trademarks without any additional compensation.

The interpretation and construction of this Assignment shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction. Each of the parties hereto covenants and agrees to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignments and assumptions contemplated by this Assignment, all in accordance with the terms and subject to the conditions of the Agreement, including without limitation Section 5.13 thereof.

The Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other government official throughout the world whose duty is to register and record ownership information of trademarks, to record the Assignee as owner of the Trademarks and to grant and to issue any and all registrations of the Trademarks throughout the world to Assignee.

Should any part of this Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

This Assignment may be executed by the Assignor and Assignee in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. An executed signature page of this Agreement delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

This Assignment shall not be amended or otherwise modified, except by a written agreement dated subsequent to the date of this Assignment and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

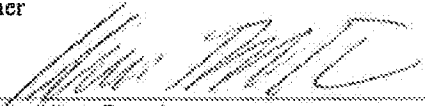
[Signature Page Follows]

AGREED AND ACKNOWLEDGED:

Executed at Freiburg, Germany this 31st day of July, 2013.

**STRYKER LEIBINGER GMBH & CO. KG**

By: Stryker Beteiligungs GmbH, Its General Partner

By: 

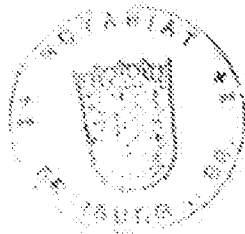
Name: Oliver Baertl  
Title: Managing Director

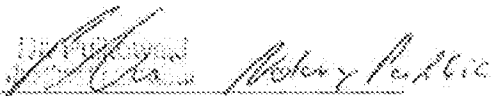
STATE OF GERMANY )  
COUNTY OF Baden - Württemberg )ss.

On July 31st, 2013, before me, the undersigned, a Notary Public in and for such State, personally appeared Mr. Oliver Baertl, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

[SEAL]



  
Notary Public  
My Commission expires on: ~60 expiring date  
Notariat 3 Freiburg  
Palmenhofplatz 3  
79002 Freiburg i. Br.  
Telefon 2115-1332

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**Unterschriftsbeglaubigung**

Certificate verifying signature

Vorstehende Unterschrift(en) wurde(n) vor mir eigenhändig vollzogen von:

I hereby certify the above signature(s) of:

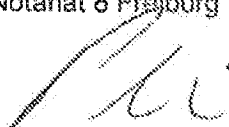
Herrn Dr. Oliver Bärli, geboren am 16.09.1968, Bötzingen Str. 41, 79111  
Freiburg

Ausgewiesen durch amtliche(n) Lichtbildausweis(e). Sie wird / werden als echt  
öffentlich beglaubigt.

Identified himself by means of his identity card.

D-79098 Freiburg, 31.07.2013

Notariat 8 Freiburg



Dr. Pulkowski

Justizrat als Notar

Notary Public / Notaire / Notario

Kosten werden auf der Zweitschrift überwacht.

AUTHENTICATION OF SIGNATURE  
OF PERSON SIGNING ON BEHALF OF  
A BODY CORPORATE OR IN THE  
NAME OF ANOTHER PERSON

אימות חתימתו של אדם בשם  
תאגיד או בשם אדם אחר

I the undersigned Oded Unger ,Adv. notary at  
Tel Aviv hereby certify that on 08/08/2013  
there appeared before me at my office:

אני הח"מ עודד אונגר, עו"ד, נוטריון בתל אביב  
מאשר בזאת כי ביום 08/08/2013 ניצבה(ה) (ו)  
לפני במשרדי:

1) Mr. ZUK RAFER YUVAL who is known  
to me personally, Whose identity was  
proved to me by an Israeli identity card no  
058085861 issued by the Isreal authorities  
in Hadera on the date of 06/07/2003.

1) מר(ת) צוק רייפר יובל (הידוע(ה) לי דינע  
אישית ושזהותו(ה) הוכחה לי על פי תעודת  
זהות ישראלית 058085861 שהוצא על ידי  
משרד הפנים בחדרה ביום 06/07/2003

And signed of his / her / their own free will the  
above document/s (the attached  
document/s.marked A) (the document/s  
overleaf) On behalf/in the name of  
ACTIVIEWS LTD and I certify that, with a  
view to establishing the right of the above to  
sign on behalf of/in the name of  
ACTIVIEWS LTD there has been produced  
to me Certificate from the Company Registrar  
,Confirmation of signing rights in the company

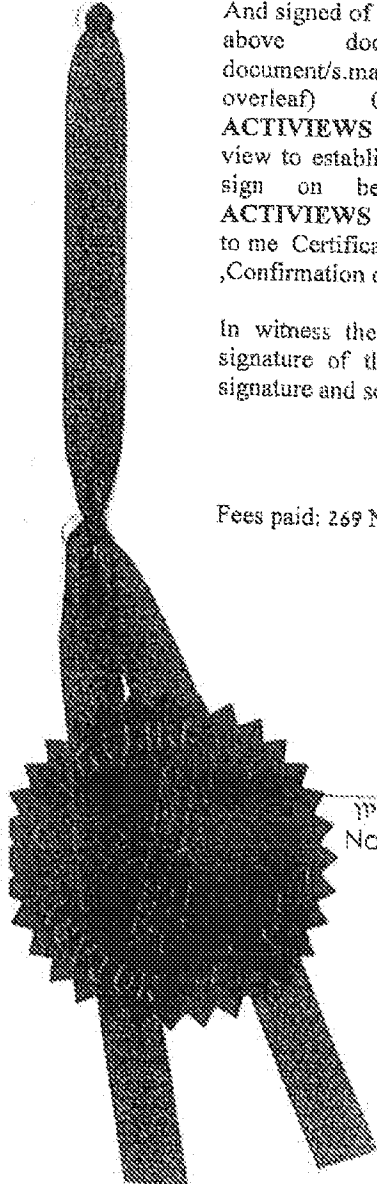
והתמ(ה)ו(ו) מרצונו(ה)אם) החופשי על המסמך  
שלעיל (המצורף והמסומן באות א' ) שמעבר  
לדף) בשם אקטיביוז בע"מ ואני מאשר כי  
להוכחת רשות הנ"ל לחתום בשם אקטיביוז  
בע"מ הוצגו ממני: תעודת רישום של החברה  
ופרוטוקול זכויות חתימה

ולראיה הנני מאשר את החתימה הנ"ל בחתימת  
ידי ובחומתי, היום 08/08/2013

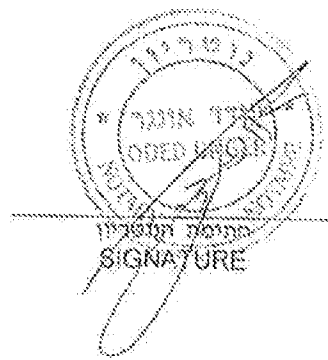
In witness thereof I hereby authenticate the  
signature of the above named, by my own  
signature and seal today 08/08/2013

שכר בסך 269 ש"ח כולל מע"מ ודרש .

Fees paid: 269 NIS including VAT.



חותם הנוטריון  
Notary's Seal



חתימת הנוטריון  
SIGNATURE

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment under seal as of the date set forth below.

Executed at Tel Aviv this 8 day of August, 2013.

ACTIVIEWS LTD.

By: [Signature]

Name: YUVAL ZUK

Title: CEO

STATE OF ISRAEL

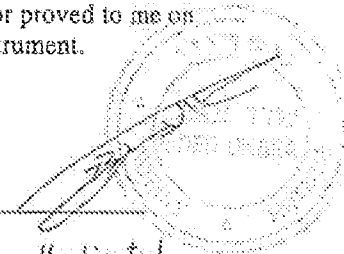
On August, 2013, before me, the undersigned, a Notary Public in and for such State, personally appeared YUVAL ZUK, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Public

My Commission expires on: Unlimited





SCHEDULE A  
TRADEMARKS

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Reference No.</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Application Number</u>	<u>Application Date</u>
1 CT-Guide (cl. 10)	USA	Issued	3792/26	4,206,583	September 11, 2012	85/143,999	October 4, 2010
2 Actisight (Cl. 10)	China	Issued	3792/32	9119239	February 14, 2012	9119239	February 12, 2011
3 Navigate with Confidence, CL. 10	USA	Issued	3792/35	4,203,483	September 4, 2012	85/383,030	July 28, 2011
4 Navigate with Confidence, CL. 10	China	Issued	3792/36	9778250	September 21, 2012	9778250	July 28, 2011

33605183 P