# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM311689

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee's name needs to be corrected to Stryker Leibinger GmbH & Co. KG. previously recorded on Reel 004819 Frame 0858. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill.

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stryker Corporation		06/25/2012	CORPORATION: MICHIGAN

#### **RECEIVING PARTY DATA**

Name:	Stryker Leibinger GmbH & Co. KG.	
Street Address:	Bötzinger Str. 41	
City:	Freiburg	
State/Country:	GERMANY	
Postal Code:	D 79111	
Entity Type:	CORPORATION: GERMANY	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85261117	STRYKER ADAPT

#### **CORRESPONDENCE DATA**

Fax Number: 9806547866

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 908-654-5000

Email: TRADEMARKADMIN@LDLKM.COM

**Correspondent Name:** THOMAS M. PALISI

Address Line 1: 600 SOUTH AVENUE WEST

Address Line 4: WESTFIELD, NEW JERSEY 07090

ATTORNEY DOCKET NUMBER: TRAUMA 10.0-359 (5216)

#### DOMESTIC REPRESENTATIVE

Name: THOMAS M. PALISI

Address Line 1: 600 SOUTH AVENUE WEST

Address Line 4: WESTFIELD, NEW JERSEY 07090

NAME OF SUBMITTER:	THOMAS M. PALISI
SIGNATURE:	/THOMAS M. PALISI/
DATE SIGNED:	07/24/2014 TD 4 DE M 4 DK

**REEL: 005328 FRAME: 0782** 900296084

# **Total Attachments: 6**

source=Original Cover Sheet#page1.tif

source=Original Cover Sheet#page2.tif

source=Original Cover Sheet#page3.tif

source=Original Cover Sheet#page4.tif

source=Original Cover Sheet#page5.tif

source=20140722Trauma 10.0-359#page1.tif

TRADEMARK REEL: 005328 FRAME: 0783

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stryker Corporation		06/25/2012	CORPORATION: MICHIGAN

#### **RECEIVING PARTY DATA**

Name:	Stryker Leibinger GmbH
Street Address:	Botzinger Str. 41 Freiburg
City:	Baden-Wurttemberg
State/Country:	GERMANY
Postal Code:	79111
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85261117	STRYKER ADAPT

#### **CORRESPONDENCE DATA**

Fax Number:

9086547866

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone:

908-654-5000

Email:

trademarkadmin@ldlkm.com

Correspondent Name:

THOMAS M. PALISI

Address Line 1:

600 SOUTH AVENUE WEST

Address Line 4:

WESTFIELD, NEW JERSEY 07090

ATTORNEY DOCKET NUMBER:

TRAUMA 10.0-359

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

TRADEMARK REEL: 005328 FRAME: 0784 85261117

# ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered into on day of June , 2012, by and between Stryker Corporation, a corporation existing under the laws of the State of Michigan having an address of 2825 Airview Boulevard, Kalamazoo, Michigan, 49002 UNITED STATES ("Assignor") and Stryker Leibinger GmbH a company with limited liability existing under the laws of Republic of Germany having an address of Bötzinger Str. 41 Freiburg, Baden-Württemberg 79111 GERMANY ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of the trademark described in Exhibit A attached hereto and incorporated by reference herein (the "Mark"); and

Whereas, Assignee is the subsidiary of the Assignor and the Parties have agreed that the Assignor should assign the portion of the Assignor's business to which the Mark pertains to the Assignee. As part of this assignment, the Assignor wishes to assign its rights in the Mark to Assignee.

**Now,** Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. ASSIGNMENT: Assignor, as part of the assignment of the portion of its business to which this mark pertains to the Assignee, assigns, hereby sells and transfers to Assignee all of its rights, title and interest in and to the Mark, including, but not limited to: (1) any pending applications in the world to register the Mark (ii) all registration rights with respect to the Mark, (iii) any rights to prepare derivative marks, (iv) any goodwill related to the Mark, and (v) all income, royalties or claims relating to the Mark due or payable on or after the date of this Assignment.
- 2. ASSIGNOR'S REPRESENTATIONS: Assignor represents and warrants (i) that Assignor is the exclusive owner of the Mark, (ii) that Assignor possesses all rights, title and interest in and to the Mark, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Mark does not infringe on the rights of any other person or entity, and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
- **3. CONTINUING OBLIGATIONS:** Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
- **4. BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

Assignment of Trademark

**5. GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan, United States

**IN WITNESS WHEREOF**, the Assignor has caused this Assignment to be executed the day and year first above written.

# STRYKER CORPORATION

By: Dean H. Bergy

Title: Corporate Secretary

Date: <u>Lene 25, 2012</u>

[Remainder of this page intentionally left blank]

Assignment of Trademark

# EXHIBIT A

# **DESCRIPTION OF MARK**

Trademark STRYKER ADAPT, including design formatives presented with the mark, in all countries of the world including the following pending applications and registration:

- 1) Australian Trademark Application No. 1,452,004
- 2) Canadian Trademark Application No. 1,541,864
- 3) International (Madrid Protocol) Registration No. 1 090 812
- 4) U.S. Trademark Application No. 85/261,117

TRADEMARK REEL: 005328 FRAME: 0787

# CONFIRMATORY ASSIGNMENT AND DECLARATION UNDER 37 C.F.R. §2.20

WHEREAS, **Stryker Corporation**, a Michigan corporation having a principal place of business at 2825 Airview Boulevard, Kalamazoo Michigan 49002 ("Assignor") did sell, assign, and transfer the entire right, title, and interest in and to the trademark STRYKER ADAPT, including design formatives presented with the mark, in all countries of the world including the following pending applications and registration to **Stryker Leibinger GmbH & Co. KG.**, a German corporation, having a principal place of business at Bötzinger Str. 41 Freiburg D 79111, Germany ("Assignee"), in an assignment executed on June 25, 2012 (recorded at Reel 4819 and Frame 0858) ("the assignment"), such that ownership would reside in Stryker Leibinger GmbH & Co. KG.

Australian Trademark Application No. 1,452,004		
Canadian Trademark Application No. 1,541,864		
International (Madrid Protocol) Registration No. 1 090 812		
U.S. Trademark Application No. 85/261,117		

WHEREAS, the original assignment contained an error in the name of the Assignee where Stryker Leibinger GmbH was listed instead of listing the correct Assignee, Stryker Leibinger GmbH & Co. KG.

Now, THEREFORE, in consideration of the sum of one dollar (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration, Stryker Corporation, as Assignor, hereby confirms that the original assignment was an assignment of the trademark described above. If and to the extent that Assignor did not previously transfer all right, title and interest in the Trademark described above, and the mark therein as of June 25, 2012, nunc pro tunc, Stryker Corporation hereby assigns, transfers and conveys to Stryker Leibinger GmbH & Co. KG., and the successors and assigns of Stryker Leibinger GmbH & Co. KG., the entire right, title and interest in and to the trademark described above and all marks thereof, all said rights to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term or terms for which said registrations be granted, including the right to sue for and collect past damages, as fully and entirely as the same would have been held and enjoyed by me if this assignment, transfer and sale had not been made.

The undersigned being hereby warned that willful or false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statement may jeopardize the validity of this document, declares that s/he is properly authorized to execute this document on behalf of the owner, and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

91 At	<b>Blin</b>
Signature of Authorized Person for	Signature of Authorized Person for
Stryker Corporation	Stryker Leibinger GmbH & Co. KG.
DAVID FLOYD	BREG PLASKON
Type or Print Name	Type or Print Name
July 1, 2014	Juny 9, 2014
Dated	Dated

3625390\_1.docx

RECORDED: 07/24/2014

TRADEMARK
REEL: 005328 FRAME: 0788