

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Small Bone Innovations, Inc.		08/01/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Howmedica Osteonics Corp.		
<b>Street Address:</b>	325 Corporate Drive		
<b>City:</b>	Mahwah		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07430		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3349567	AUTOFIX	
<b>Registration Number:</b>	3345941	PGT	
<b>Registration Number:</b>	3263694	PRECISE GUIDANCE TECHNOLOGY	
<b>Registration Number:</b>	3346026	RE-MOTION	
<b>Registration Number:</b>	3410486	RINGFIX	
<b>Registration Number:</b>	3366664	SBI	
<b>Registration Number:</b>	3308508	SBI	
<b>Registration Number:</b>	3469341	SBI UNIVERSALHAND SYSTEM	
<b>Registration Number:</b>	3357189	SMALL BONE INNOVATIONS	
<b>Registration Number:</b>	3419986	VUEFIX	
<b>Registration Number:</b>	3442557	WRISTFIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9086547866		
<i>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.</i>			
<b>Phone:</b>	908-654-5000		
<b>Email:</b>	TRADEMARKADMIN@LDLKM.COM		
<b>Correspondent Name:</b>	THOMAS M. PALISI		
<b>Address Line 1:</b>	600 SOUTH AVENUE WEST		
<b>Address Line 4:</b>	WESTFIELD, NEW JERSEY 07090		

CH \$290.00 3349567

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	TRAUMA 9.2-125 (A)
<b>NAME OF SUBMITTER:</b>	BRIAN R. TOMKINS
<b>SIGNATURE:</b>	/BRIAN R. TOMKINS/
<b>DATE SIGNED:</b>	08/18/2014

**Total Attachments: 7**

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source=Trademark Assignment - SBI (Execution)\_Assembled#page7.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “**Assignment**”) is made and entered into effective as of August 1, 2014 by and between Small Bone Innovations, Inc., a Delaware corporation (“**Assignor**”) and Howmedica Osteonics Corp., a New Jersey corporation (“**Assignee**”). Assignor and Assignee may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, Stryker Corporation, a Michigan corporation (“**Parent**”), Assignee, Assignor and the Selling Companies are parties to that certain Asset Purchase Agreement, dated as of June 28, 2014 and amended as of August 1, 2014 (as the same may be amended, restated, supplemented or modified from time to time, the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to assign to Parent and Assignee all of Assignor’s right, title and interest in, to and under all trademarks and trademark applications included in NA Acquired IP, as set forth on Schedule A attached hereto and made a part hereof (collectively, the “**Transferred Trademarks**”); and

**WHEREAS**, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest of Assignor in, to and under the Transferred Trademarks, together with all common law rights and the goodwill associated with the use of and symbolized by such Transferred Trademarks.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Transferred Trademarks, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Transferred Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks, and all goodwill associated with and symbolized by the use of the Transferred Trademarks, and Assignee hereby purchases, takes delivery of and acquires such Transferred Trademarks and accepts such sale, transfer, conveyance and assignment.

3. **Recordation.** Assignor hereby authorizes the United States Commissioner of Patents and Trademarks or his or her designee to record this Assignment. All costs and expenses associated with the conveyance of the Transferred Trademarks shall be borne solely by Assignee.

4. **Further Assurances.** Assignor agrees, at Assignee's expense, to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Assignment including, without limitation, signing all papers and documents, taking all lawful oaths, and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Transferred Trademarks.

5. **Miscellaneous.**

(a) This Assignment, the rights of the Parties and all Actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

(b) This Assignment may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the Parties or, in the case of a waiver, by or on behalf of the Party waiving compliance. No waiver by any Party of any breach or violation or, default under or inaccuracy in any representation, warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation, default of, or inaccuracy in, any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any Party in exercising any right, power or remedy under this Assignment will operate as a waiver thereof.

(c) Except as otherwise provided herein, each Party shall be solely responsible for and shall bear all of its own costs and expenses incident to its obligations under and in respect of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

(e) Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Legal Requirements, be invalid or unenforceable in any respect, each Party hereto intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Legal Requirements (and in order to carry out the original intent and purpose of the Parties as closely as possible with respect to such invalid or unenforceable provision).

(f) Except as provided for in Sections 3 and 4 hereof, nothing in this Assignment shall alter any liability or obligation of the Assignor or the Assignee arising under the Asset Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred Trademarks. In the event of any conflict or ambiguity between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and be controlling.

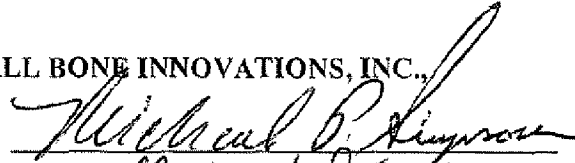
(g) This Assignment may be executed and delivered manually or by facsimile or other electronic transmission in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Assignment will become effective when duly executed by each Party hereto.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

SMALL BONE INNOVATIONS, INC.,

By:



Name: Michael D. Simpson

Title: President & C.E.O.

HOWMEDICA OSTEONICS CORP.,

By:

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

Title:

SIGNATURE PAGE  
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK  
REEL: 005347 FRAME: 0063

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

SMALL BONE INNOVATIONS, INC.,

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

Name:

Title:

HOWMEDICA OSTEONICS CORP.

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

Name: David Floyd

Title: President

**SCHEDULE A**

**Transferred Trademarks**

Mark	Appl./ Reg. No.	Filing Date	Reg. Date	Country	Class
AUTOFIX	4784955	12/06/2005	02/08/2007	EU	10 Int.
AUTOFIX	5012500	12/06/2005	12/22/2006	Japan	10 Int.
AUTOFIX	3349567	06/06/2005	12/4/2007	US	10 Int.
FUSIFIX	2013-055804 5634398	07/18/2013	11/29/2013	Japan	10 Int.
PERCUFIX	2013-055803 5634397	07/18/2013	11/29/2013	Japan	10 Int.
PREFLEX MCP	2013-059938 5637339	08/01/2013	12/13/2013	Japan	10 Int.
PGT	5078431	04/25/2006	05/18/2007	EU	10 Int.
PGT	200639129 5032454	04/27/2006	03/16/2007	Japan	10 Int.
PGT	3345941	04/06/2006	11/27/2007	US	10 Int.
PRECISE GUIDANCE TECHNOLOGY	78855229 3263694	04/06/2006	07/10/2007	US	10 Int.
RE-MOTION	1322980 TMA750772	10/27/2006	10/22/2009	Canada	10 Int.
RE-MOTION	5453295	10/27/2006	11/5/2007	EU	10 Int.
RE-MOTION	3346026	05/01/2006	11/27/2007	US	10 Int.
RHEAD	2013-055805 5634399	07/18/2013	11/29/2013	Japan	10 Int.
RINGFIX	4811634	12/19/2005	04/04/2007	EU	10 Int.
RINGFIX	2005119341 5096290	12/20/2005	12/7/2007	Japan	10 Int.
RINGFIX	3410486	08/02/2005	4/8/2008	US	10 Int.
SBI	3366664	03/15/2005	1/8/2008	US	10 Int.
SBI Logo	4631891	09/13/2005	09/19/2006	EU	10 Int.
SBI Logo	4971211	09/14/2005	07/21/2006	Japan	10 Int.
SBI Logo	3308508	04/14/2005	10/9/2007	US	10 Int.
SBI A3 INTERLOCKING NAIL	010447878	11/25/2011	4/27/2012	EU	
SBI SMALL BONE FIXATION SYSTEM	4874459	01/27/2006	03/01/2007	EU	10 Int.
SBI SMALL BONE FIXATION SYSTEM	2006-006638 5023930	01/30/2006	02/09/2007	Japan	10 Int.
SBI UNIVERSAL HAND SYSTEM	3469341	03/15/2005	7/15/2008	US	10 Int.
SILICONE MCP	2013-059937	08/01/2013		Japan	10 Int.
SMALL BONE INNOVATIONS	4631297	09/13/2005	7/5/2007	EU	10 Int.
SMALL BONE INNOVATIONS	5005030	09/14/2005	11/24/2006	Japan	10 Int.
SMALL BONE INNOVATIONS	3357189	03/15/2005	12/18/2007	US	10 Int.
SBVF	5453253	10/27/2006	11/5/2007	EU	10 Int.
SR FACE	5453221	10/27/2006	12/7/2007	EU	10 Int.
STAR	2013-059936	08/01/2013		Japan	10 Int.
TRIHDRON	605757	03/06/2001	03/19/2004	Canada	10 Int.
VUEFIX	3419986	06/03/2005	4/29/2008	US	10 Int.
WRISTFIT	3442557	01/10/2006	6/3/2008	US	10 Int.



Mark	Appl./ Reg. No.	Filing Date	Reg. Date	Country	Class
S.T.A.R	856386 856386	1/31/2005	1/31/2005	IR (w/extensions to Australia and U.S.)	10 Int.
S.T.A.R.	79013212 3165413	1/31/2005	10/31/2006	US	10 Int.

All common law trademarks owned by Assignor identified on Schedule 3.13.3(a) of the Disclosure Schedules to the Asset Purchase Agreement.