

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avanta Orthopaedics, LLC		08/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Howmedica Osteonics Corp.		
Street Address:	325 Corporate Drive		
City:	Mahwah		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2286902	AVANTA ORTHOPAEDICS	
Registration Number:	2491633	RHEAD	
Registration Number:	3012341	SYSTEM PACK	
Registration Number:	2505686	UHEAD	
CORRESPONDENCE DATA			
Fax Number:	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>			
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 9.2-125 B		
NAME OF SUBMITTER:	BRIAN R. TOMKINS		
SIGNATURE:	/BRIAN R. TOMKINS/		
DATE SIGNED:	08/18/2014		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made and entered into effective as of August 1, 2014 by and between Avanta Orthopaedics, LLC a Delaware limited liability company (“**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, Small Bone Innovations, Inc., a Delaware corporation (the “**Company**”) 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.

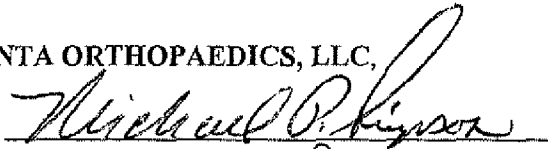
(g) This Assignment may be executed and delivered manually or by facsimile or other electronic transmission in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Assignment will become effective when duly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

AVANTA ORTHOPAEDICS, LLC,

By:



Name: MICHAEL P. SIMPSON

Title: PRESIDENT & C.E.O.

HOWMEDICA OSTEONICS CORP.,

By:

Name:

Title:

SIGNATURE PAGE
TRADEMARK ASSIGNMENT AGREEMENT

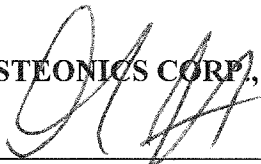
TRADEMARK
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IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

AVANTA ORTHOPAEDICS, LLC,

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
AVANTA ORTHOPAEDICS	75178026 2286902	10/07/1996	10/19/1999	US	10 Int.
RHEAD (Stylized)	76126299 2491633	09/12/2000	09/18/2001	US	10 Int.
SYSTEM PACK	78308594 3012341	10/02/2003	11/01/2005	US	10 Int.
UHEAD (Stylized)	76126298 2505686	09/12/2000	11/06/2001	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.