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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM315711

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Medtronic, Inc.		08/18/2014	CORPORATION:

## **RECEIVING PARTY DATA**

Name:	Stryker Corporation
Street Address:	2825 Airview Boulevard
City:	Kalamazoo
State/Country:	MICHIGAN
Postal Code:	49002
Entity Type:	CORPORATION: MICHIGAN

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1843562	SAMPLEMASTER
Registration Number:	1891669	SURESTOP
Registration Number:	1849167	HILITER

## **CORRESPONDENCE DATA**

**Fax Number:** 2698415566

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.

using a lax number, it provided, it that is unsuccessful, it will be sent via 03 mai

**Email:** docket.instruments@stryker.com

Correspondent Name: David S. Goldenberg

Address Line 1: Stryker Intellectual Property

Address Line 2: 4100 E. Milham Ave.

Address Line 4: Kalamazoo, MICHIGAN 49001-6197

ATTORNEY DOCKET NUMBER:	INST1014TM, 1015TM, 1016T
NAME OF SUBMITTER:	Linda J. Merica
SIGNATURE:	/Linda J. Merica/
DATE SIGNED:	09/02/2014

**Total Attachments: 3** 

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> TRADEMARK REEL: 005354 FRAME: 0933

#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of August 2014 by and between MEDTRONIC, INC., a Minnesota corporation ("Assignor"), and STRYKER CORPORATION, a Michigan corporation ("Assignee") (each, a "Party" and together, the "Parties").

WHEREAS, on June 6, 2014, Assignee acquired substantially all of the assets of Inrad, Inc., including a License Agreement dated as of May 7, 1997, between Inrad, Inc., (as successor to L.A. Field, Inc.) as Licensee, and Medtronic, Inc., as Licensor (the "License Agreement").

WHEREAS, pursuant to Section 5.4 of the License Agreement, Inrad, Inc. ("Inrad") had the right to assign the License Agreement to another entity pursuant to a transaction in which such entity acquired all of or substantially all of Inrad's assets and business.

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignee and Inrad, dated as of June 6, 2014, (the "Asset Purchase Agreement"), among other things, Inrad agreed to sell, convey, deliver, transfer and assign to Assignee all right, title and interest in, to and under all of the Purchased Assets, including the License Agreement.

WHEREAS, pursuant to the License Agreement, "Licensed Trademarks' means the trademarks and/or trade names of the Business listed on Appendix C to this Agreement." The Licensed Trademarks listed on Appendix C of the License Agreement are PreSet, AccuPlace, Guard Guide, Ghiatas, SampleMASTER, SureStop, HiLiter, and AccuMark.

WHEREAS, Assignor desires to assign the Licensed Trademarks and Assignee is desirous of obtaining any and all of Assignor's right, title and interest in and to the Licensed Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the trademarks and trademark registrations listed in the attached Exhibit A provided under the laws of the United States, of the individual States thereof, and of jurisdictions foreign thereto, and any and all renewals thereof, together with the goodwill of the business symbolized thereby, and the right to bring suit and collect damages for past infringements thereof (collectively, the "Assigned Trademarks").
- 2. <u>Due Authorization</u>. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Assigned Trademarks to Assignee.

TRADEMARK REEL: 005354 FRAME: 0934

- 3. Governing Law: Amendment. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Michigan, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the parties.
- 4. <u>Counterparts</u>. This agreement may be executed in two counterparts, both of which when executed shall be deemed to be an original but both of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ASSIGNOR:

MEDTRONIC, INC.

Name: Michael J. Jaro

Title: VP and Chief Patent Counsel

ASSIGNEE:

STRYKER CORPORATION

Name: Dearl Bergy

Title: Vice President, Corporate Secretary

## Exhibit A

# Assigned Trademarks

# US REGISTERED TRADEMARKS

2 7/5/1994
2 4/25/1995
2 8/9/1994

# **US COMMON LAW TRADEMARKS**

PRESET

GUARD-GUIDE

ACCUPLACE

RECORDED: 09/02/2014

TRADEMARK REEL: 005354 FRAME: 0936