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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM328361

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST ANI	THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
POLYGANICS IP B.V.		01/07/2014	LIMITED LIABILITY
			COMPANY: NETHERLANDS

RECEIVING PARTY DATA

Name:	Stryker European Holdings I, LLC
Street Address:	2825 Airview boulevard
City:	Kalamazoo
State/Country:	MICHIGAN
Postal Code:	49002
Entity Type:	CORREMANAM: DELAWARE: LIMITED LIABILITY COMPANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2648358	NASOPORE

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.

Email:

docket.instruments@stryker.com

Correspondent Name:

Maryelizabeth mauro

Address Line 1:

Stryker Intellectual Property

Address Line 2:

4100 E. Milham Ave.

Address Line 4:

Kalamazoo, MICHIGAN 49001-6197

ATTORNEY DOCKET NUMBER:	INST1081TM
NAME OF SUBMITTER:	MARYELIZABETH MAURO
SIGNATURE:	/MARYELIZABETH MAURO/
DATE SIGNED:	01/08/2015

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective the 7th day of November, 2014, is made and entered into by and among POLYGANICS B.V., a private limited liability company, incorporated and existing under the laws of the Netherlands, having its corporate seat in Groningen, the Netherlands, with address Rozenburglaan 15 a, 9727 DL Groningen, the Netherlands, registered with the Dutch trade register under number 02067151 (as "Assignor" or "Polyganics"), POLYGANICS IP B.V., a private limited liability company, incorporated and existing under the laws of the Netherlands, having its corporate seat in Groningen, the Netherlands, with address Rozenburghan 15 a, 9727 DL Groningen, the Netherlands, registered with the Dutch trade register under number 50746545, and STRYKER EUROPEAN HOLDINGS I, LLC, a limited liability company incorporated under the laws of the State of Delaware, acting in its capacity as sole general partner of Stryker European Technologies C.V., a limited partnership established under the laws of the Netherlands ("commanditaire vennootschap"), having its principal place of business at 2825 Airview Boulevard, Kalamazoo MI 49002, United States of America (as "Assignee" or "Stryker"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Polyganics is the owner of Trademarks and associated goodwill used in commerce solely in connection with goods or services for nasal packing in the field of ear, nose, and throat;

WHEREAS, Polyganics and its Affiliates and Stryker and certain of its Affiliates have entered into an Asset Purchase Agreement, dated as of October 31, 2014 (together with any amendments thereto, the "Purchase Agreement"), pursuant to which Stryker and certain of its Affiliates have agreed to purchase the Transferred Assets from Polyganics and Polyganics' Affiliates; and

WHEREAS, this Assignment is to be executed by the parties at the Closing.

NOW THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Purchase Agreement, the receipt and/or sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. <u>Assignment</u>. Polyganics hereby assigns, transfers, and sets over unto Stryker, its successors and assigns, the entire right, title, and interest in all Trademarks, registered or unregistered, owned in the world by Polyganics prior to Closing, which solely relate to or cover nasal packing products for the field of ear, nose, and throat, including the Trademarks registrations set forth in <u>Schedule A</u> for HEMOPORE, NASOPORE, OTOPORE, and SINUPORE, together with the goodwill associated therewith.

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- 2. <u>Further Assurances</u>. The parties hereto shall use all reasonable efforts to take, or cause to be taken by their Affiliates, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law or otherwise, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment. The responsibility to file local assignments with the national trademark offices of each country shall be on the Assignee and the Assignee shall bear the cost of filing such assignments. Assignor warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Trademark Assignment.
- 3. <u>Conflict.</u> Nothing in this Assignment shall extend, replace, supersede, limit, qualify, void, or exempt any provisions of the Purchase Agreement. To the extent that there is any actual or perceived conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall prevail and control.
- 4. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby (whether in contract, tort, equity or otherwise) shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement and is hereby excluded.

IN WITNESS WHEREOF, each party to this Assignment has caused this Assignment to be executed by its duly authorized representative.

POLYGANICS B.V., as Assignor by Polyganics Holding B.V. by

Name: Rudy Gilbert Germain Marcel Title: Bestuurder ad interim

POLYGANICS IP B.V., by Polyganics Holding B.V. by

Name: Rudy Gilbert Germain Marcel Title: Bestuurder ad interim

STRYKER EUROPEAN HOLDINGS I, LLC, in its capacity as sole general partner of STRYKER EUROPEAN TECHNOLOGIES C.V. by

Name: Jeanne M. Blondia Title: President and Treasurer IN WITNESS WHEREOF, each party to this Assignment has caused this Assignment to be executed by its duly authorized representative.

POLYGANICS B.V., as Assignor by Polyganics Holding B.V. by

Name: Rudy Gilbert Germain Mareel

Title: Bestuurder ad interim

POLYGANICS IP B.V., by Polyganics Holding B.V. by

Name: Rudy Gilbert Germain Marcel

Title: Bestuurder ad interim

STRYKER EUROPEAN HOLDINGS I, LLC, in its capacity as sole general partner of STRYKER EUROPEAN TECHNOLOGIES C.V.

by

Name) Jeanne M. Blondia
Title: President and Treasurer

Schedule A

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