

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zimmer GmbH		04/19/2016	Limited Liability Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Zimmer, Inc.		
Street Address:	345 East Main Street		
City:	Warsaw		
State/Country:	INDIANA		
Postal Code:	46580		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4431342	ZIMMER FRACTURE GUIDE	
CORRESPONDENCE DATA			
Fax Number:	3176377561		
<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:	317-634-3456		
Email:	Docketdept@uspatent.com		
Correspondent Name:	Marta L. Paul		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 3700		
Address Line 4:	Indianapolis, INDIANA 46204-5137		
ATTORNEY DOCKET NUMBER:	65023-2290		
NAME OF SUBMITTER:	Marta L. Paul		
SIGNATURE:	/Marta L. Paul/		
DATE SIGNED:	04/19/2016		
Total Attachments: 2			
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OP \$40.00 4431342

TRADEMARK ASSIGNMENT

WHEREAS, Zimmer GmbH, a limited liability company of Switzerland, with an address of Sulzer-Alles 8, 8404 Winterthur, Switzerland ("Assignor") has adopted and is the owner of the trademark ZIMMER FRACTURE GUIDE and the goodwill thereto, including U.S. Trademark Registration No. 4,431,342, issued November 12, 2013, and common law rights existing thereon (collectively the "Trademark Rights"); and

WHEREAS, Zimmer, Inc., a corporation of the State of Delaware, with an address of 345 East Main Street, Warsaw, Indiana 46580 ("Assignee"), desires to acquire said Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, contribute and transfer to Assignee all right, title and interest in said Trademark Rights, together with the goodwill of the business symbolized by said Trademark Rights, and together with all rights of action, in law or in equity, for any past or future infringement thereof, effective as of the signing date below.


Said Trademark Rights are to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns to the full end of the present or extended term for which said Trademark Rights have been granted, as fully and entirely as the same would have been held by Assignor if this Assignment and contribution had not been made.

The Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into with respect to said Trademark Rights that would conflict with this Assignment.

Each party agrees to promptly execute and deliver to the other party or its legal representatives all papers, instruments or affidavits required to carry out, record and/or effectuate the purposes of this Assignment.

IN WITNESS WHEREOF, the undersigned representative, being properly authorized to execute this Assignment, has caused this Assignment to be executed as of the date below.

Zimmer GmbH

Signature: 

Name: Richard R. Clapp

Title: Vice President, Chief Patent Counsel

Date: 19 April 2016

State of Indiana)
County of Kosciusko) SS:

On this 19th day of April, before me, a notary public, personally appeared Richard R. Clapp, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the use and purpose therein expressed.

In witness hereof, I set my hand and official seal.

Ellen M Duff
Notary Public, State of Indiana

Ellen M Duff
Printed Name

Kosciusko
County of Residence

My Commission Expires July 21, 2021

(Seal)

