

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384727

|   |  |                       |                                       |
|---|--|-----------------------|---------------------------------------|
| <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>                    |
| Biomet Manufacturing, LLC   |  | 01/14/2016            | Limited Liability Company:<br>INDIANA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                       |
| <b>Name:</b>  | Zimmer Biomet Holdings, Inc.                       |                       |                                       |
| <b>Street Address:</b>  | 345 East Main Street                               |                       |                                       |
| <b>City:</b>  | Warsaw   |                       |                                       |
| <b>State/Country:</b>   | INDIANA  |                       |                                       |
| <b>Postal Code:</b>   | 46580  |                       |                                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                       |
| <b>Registration Number:</b>   | 3178848  | DISCOVERY             |                                       |
| <b>Registration Number:</b>   | 4673028  | OPTITWIST             |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                       |
| <b>Fax Number:</b>  | 6197951311   |                       |                                       |
| <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>Email:</b>   | sandiego@eip.com                                   |                       |                                       |
| <b>Correspondent Name:</b>  | EIP US LLP   |                       |                                       |
| <b>Address Line 1:</b>  | 2468 HISTORIC DECATUR ROAD                         |                       |                                       |
| <b>Address Line 2:</b>  | SUITE 200  |                       |                                       |
| <b>Address Line 4:</b>  | SAN DIEGO, CALIFORNIA 92106                        |                       |                                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | T1977.US# & T1979.US#                              |                       |                                       |
| <b>NAME OF SUBMITTER:</b>   | Cynthia M. Arko                                    |                       |                                       |
| <b>SIGNATURE:</b>   | /Cynthia Arko/                                     |                       |                                       |
| <b>DATE SIGNED:</b>   | 05/18/2016   |                       |                                       |
| <b>Total Attachments: 3</b>   |  |                       |                                       |
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| source=Biomet Mfg LLC to to Zimmer Biomet Holdings (DISCOVERY and OPTITWST, Jan 14 2016   |  |                       |                                       |

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of 14 January, 2016 (this "Assignment"), is entered into by and between Biomet Manufacturing, LLC., an Indiana limited liability company ("Assignor"), and Zimmer Biomet Holdings, Inc., a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks (as defined below); and

WHEREAS, Assignor has agreed to execute this Assignment for recordation by Assignee with the United States Patent and Trademark Office ("USPTO").

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

### AGREEMENT


1. Assignment. Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademarks and service marks set forth on Exhibit A (the "Assigned Trademarks") together with the goodwill of the business symbolized by the Assigned Trademarks, and any and all claims, demands, and causes of action for infringement, of the Assigned Trademarks, past, present, and future, and all of the proceeds from the foregoing.
2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Assignment upon request by Assignee.
3. Rights of Third Parties. Nothing expressed or implied in this Assignment is intended or shall be construed to confer upon or give any person, other than the parties hereto and their permitted successors and assigns, any legal or equitable right, benefits or remedy of any nature whatsoever under or by reason of this Assignment.
4. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware (without regard to the conflict of law principles thereof).
5. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronic copies hereof or signature hereon shall, for all purposes, be deemed originals.

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IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by each party as of the date first above written.


**ASSIGNOR**

BIOMET MANUFACTURING, LLC

By:   
Name: Dick Clapp  
Title: VP, CHIEF PATENT Counsel

**ASSIGNEE**

ZIMMER BIOMET HOLDINGS, INC.

By:   
Name: Dick Clapp  
Title: Vice President of Intellectual  
Property and Chief Patent Counsel

## EXHIBIT A

### Assigned Trademarks

#### 1. Registered Trademarks

| Trademark | Reg. No.  | Reg. Date        | Country |
|-----------|-----------|------------------|---------|
| DISCOVERY | 3,178,848 | December 5, 2006 | US      |
| OPTITWIST | 4,673,028 | January 13, 2015 | US      |

#### 2. Unregistered Trademarks

SoftPac™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

Cobalt™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

Opti-Vac™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

Fusion™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

Optigun™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

VacPac™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products