

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	04/20/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CareFusion 2200, Inc.		04/20/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stryker Corporation		
<b>Street Address:</b>	2825 Airview Boulevard		
<b>City:</b>	Kalamazoo		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49002		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3332802	AVAFLEX	
<b>Registration Number:</b>	3337297	AVAMAX	
<b>Registration Number:</b>	3330316	AVAMAX	
<b>Registration Number:</b>	4331745	AVAMAX	
<b>Registration Number:</b>	3342022	AVAPREP	
<b>Registration Number:</b>	2826383	AVA-TEX	
<b>Registration Number:</b>	3234893	AVA-TEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	248 645-1483		
<b>Email:</b>	ipdocket@h2law.com		
<b>Correspondent Name:</b>	Jacob P. Woolbright		
<b>Address Line 1:</b>	450 West Fourth Street		
<b>Address Line 4:</b>	Royal Oak, MICHIGAN 48067		
<b>NAME OF SUBMITTER:</b>	Jacob P. Woolbright		
<b>SIGNATURE:</b>	/Jacob P. Woolbright/		

CH \$190.00 3332802

<b>DATE SIGNED:</b>	08/12/2016
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**Total Attachments: 6**

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), dated April 20, 2016, is entered into by CareFusion 2200, Inc., a Delaware corporation having its principal place of business located at 3750 Torrey View Court, San Diego, CA 92130-2622 ("Assignor") and Stryker Corporation, a Delaware corporation having its principal place of business located at 4100 E. William, Kalamazoo, MI 49001 ("Assignee").

2825 Arview Boulevard, Kalamazoo, Michigan 49002

RECITALS:

*JW* 7/27/16  
A representative  
of Care Fusion  
2200, Inc.

WHEREAS, Assignor is the owner of those certain trademarks and trademark applications listed on Schedule A attached hereto and made a part hereof (the "Trademarks");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of January 21, 2016 (the "Agreement") by and between Assignor and Assignee, Assignor desires to sell, transfer, convey, assign and deliver to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in, to and under the Trademarks, the goodwill associated with such Trademarks, and all registrations and applications for registration thereof.

NOW, THEREFORE, for good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest throughout the world in, to and under the Trademarks, along with (a) all rights to sue or recover and retain damages, costs and attorneys' fees for past, present and future infringement, misappropriation or other violation thereof; (b) all material unregistered trademarks, together with all adaptations, derivations and combinations thereof; and (c) all goodwill associated with any of the foregoing throughout the world.

Assignor hereby authorizes and requests the Commissioner for Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the registered Trademarks and to issue any and all Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor agrees to take, at Assignee's expense, such further action, execute such additional documents, provide testimony, and, in general, provide all lawful cooperation reasonably requested by Assignee to perfect Assignee's title in, to and under the Trademarks and to carry out and fulfill the purposes and intent of this Assignment of Trademarks.

The rights and obligations of Assignor and Assignee shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Michigan  
JWB  
8/7/16  
Representative  
of Stryker  
Corporation

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

CareFusion 2200, Inc. as Assignor

By: [Signature]  
Name: Gregory DeGuzman  
Title: Vice President and Secretary

STATE OF New Jersey )  
COUNTY OF Bergen ) ss.

On April 13, 2016, before me, the undersigned, a Notary Public in and for such State, personally appeared Gregory DeGuzman, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President (title) of CareFusion 2200, Inc. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL]

[Signature]  
Notary Public  
My Commission expires on: 1/3/18

Accepted by:  
Stryker Corporation as Assignee

**Donna M. Kalazdy**  
Notary Public of New Jersey  
My Commission Expires January 3, 2018

By: [Signature]  
Name: Jeannette M. Blonidia  
Title: VP Finance & Treasurer

STATE OF Michigan )  
COUNTY OF Kent ) ss.

On April, 2016, before me, the undersigned, a Notary Public in and for such State, personally appeared Jeannette Blonidia, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President (title) of Stryker Corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL]

Sara O Southard  
Notary Public of Michigan  
Kent County  
Expires 12/10/2017  
Acting in the County of Kalamazoo

[Signature]  
Notary Public  
My Commission expires on: 12/19/2017

Signature Page to Assignment of Trademarks

**SCHEDULE A**

**Registered Trademarks**

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.
AVAFLEX	USA	August 02, 2006	78943423	November 06, 2007	3332802
AVAMAX	Australia	March 30, 2007	1170238	December 11, 2007	1170238
AVAMAX	Canada	June 12, 2006	1305131	September 13, 2012	TMA831990
AVAMAX	European Community	June 13, 2006	5132709	May 7, 2007	5132709
AVAMAX	New Zealand	April 03, 2007	766277	October 4, 2007	766277
AVAMAX	USA	June 07, 2006	78/902622	November 13, 2007	3337297
AVAMAX	USA	November 20, 2006	77047763	November 06, 2007	3330316
AVAmx {stylized}	Australia	September 12, 2012	1513839	June 4, 2013	1513839
AVAmx {stylized}	Canada	September 12, 2012	1593884	May 07, 2014	TMA877366
AVAmx {stylized}	European Community	September 12, 2012	011182813	March 13, 2013	011182813
AVAmx {stylized}	New Zealand	September 12, 2012	965369	September 12, 2012	965369
AVAmx {stylized}	USA	September 11, 2012	85725706	May 07, 2013	4331745
AVAPREP	European Community	June 13, 2006	5132238	May 07, 2007	5132238

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.
AVAPREP	USA	June 09, 2006	78905018	November 20, 2007	3342022
AVATEX	USA	March 05, 2002	78112624	March 23, 2004	2826383
AVA-TEX	Australia	April 28, 2004	999847	August 7, 2006	999847
AVA-TEX	Canada	April 28, 2004	1214885	May 19, 2005	TMA-640187
AVA-TEX	European Community	October 31, 2003	3526902	March 15, 2005	3526902
AVA-TEX	Japan	May 07, 2004	2004-41991	March 25, 2005	4850240
AVA-TEX	USA	June 03, 2005	78643400	April 24, 2007	3234893

August 4, 2016  
JPL B-11-2016

AMENDMENT TO ASSIGNMENT OF TRADEMARKS

This AMENDMENT TO ASSIGNMENT OF TRADEMARKS (this "Amendment"), dated July ~~20~~ 2016, is by and between CareFusion 2200, Inc., a Delaware corporation having its principal place of business located at 3750 Torrey View Court, San Diego, California 92130-2622 ("Assignor") and Stryker Corporation, a Michigan corporation having its principal place of business located at 2825 Airview Boulevard, Kalamazoo, Michigan 49002 ("Assignee").

**RECITALS:**

A. **WHEREAS**, Becton, Dickinson and Company, a New Jersey corporation ("Becton") and Assignee entered into that certain Asset Purchase Agreement dated January 21, 2016 whereby Assignee purchased certain assets from Becton (the "APA").

B. **WHEREAS**, in connection with the APA, Assignor and Assignee entered into that certain Assignment of Trademarks dated April 20, 2016 (the "Trademark Assignment").

C. **WHEREAS**, the Trademark Assignment mistakenly identified Assignee as a Delaware corporation, when Assignee is in fact a Michigan corporation.

D. **WHEREAS**, Assignor and Assignee now wish to correct the typographical errors contained in the Trademark Assignment.

**NOW THEREFORE**, intending to be legally bound, Assignor and Assignee hereby amend the Trademark Assignment as follows:

1. All references to Assignee as a Delaware corporation in the Trademark Assignment are hereby deleted and replaced with references to Assignee as a Michigan corporation.

2. For the purposes of recording the amendments described herein with the United States Patent and Trademark Office ("USPTO"), Assignor and Assignee agree to correct the Trademark Assignment in the manner described above and initial and date such corrections (the "Corrected Trademark Assignment"). The Corrected Trademark Assignment shall be recorded with the USPTO.

3. In all other respects, the remaining terms, covenants, conditions and provisions of the Trademark Assignment shall continue in full force and effect to the extent provided in the Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first mentioned above.

ASSIGNOR:

CAREFUSION 2200, INC.,  
a Delaware corporation

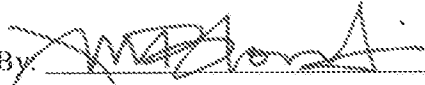
By: 

Name: Gary DeFazio

Its: Vice President and Secretary

ASSIGNEE:

STRYKER CORPORATION,  
a Michigan corporation

By: 

Name: Jeane M. Blondia

Its: VP, Finance & Treasurer

4814-5549-6243, v. 3