

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396895

<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>
Dallen Medical, Inc.		07/26/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zimmer, 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4893296	COMPRESSYN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>	6127667000		
<b>Email:</b>	tmmpls@faegrebd.com		
<b>Correspondent Name:</b>	Rob Leonard/Sarah House		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	389014.835		
<b>NAME OF SUBMITTER:</b>	Sarah M. House		
<b>SIGNATURE:</b>	/Sarah M House/		
<b>DATE SIGNED:</b>	08/31/2016		
<b>Total Attachments: 5</b>			
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OP \$40.00 4893296



## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of the 26th day of July, 2016 (the "Effective Date"), by and between Zimmer, Inc., a Delaware corporation ("Buyer"), and Dallen Medical, Inc., a Delaware corporation ("Seller").

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement dated of even date herewith between Buyer and Seller (the "Asset Purchase Agreement"), Buyer has purchased from Seller all of its right, title and interest in and to the Business IP (as defined in Schedule A attached hereto), including without limitation all of the Registered IP (as defined in Schedule A attached hereto) constituting part of the Business IP (including, without limitation, the trademarks listed in Exhibit A attached hereto) (collectively, the "Assigned Trademarks"); and

**WHEREAS**, the parties have agreed in the Asset Purchase Agreement to memorialize the assignment of the Assigned Trademarks from Seller to Buyer in a separate document;

**NOW, THEREFORE**, in consideration of the mutual promises and premises set forth in the Asset Purchase Agreement and in this Trademark Assignment and the sums paid and payable by Buyer to Seller under the Asset Purchase Agreement, the parties hereby agree as follows:

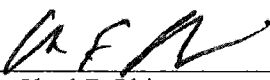
Seller hereby sells, assigns, transfers and conveys to Buyer, its successors and assigns, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options and limitations of every kind, all of Seller's worldwide right, title and interest in, to and under the Assigned Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, and all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Trademark Assignment, and any and all applications, registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Buyer, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Trademark Assignment not been made. Seller shall execute, acknowledge and deliver to Buyer, at Buyer's request, any and all further documents, papers, affidavits, statements and/or other instruments, reasonably requested by Buyer, to confirm Buyer's ownership of all rights pursuant to this Trademark Assignment. This Trademark Assignment shall be binding upon the successors and assigns of Seller and inure to the benefit of the successors and assigns of Buyer.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered as of the Effective Date.

"Buyer"

**ZIMMER, INC.**

By   
Name: Chad F. Phipps  
Title: Senior Vice President, General  
Counsel & Secretary

"Seller"

**DALLEN MEDICAL, INC.**

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered as of the Effective Date.

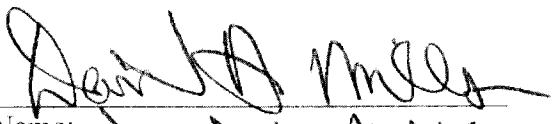
"Buyer"

**ZIMMER, INC.**

By \_\_\_\_\_  
Name:  
Title:

"Seller"

**DALLEN MEDICAL, INC.**

By   
Name: DAVID H. MILLS  
Title: PRESIDENT & CEO

### **SCHEDULE A to Trademark Assignment**

"Business IP" means all Intellectual Property, excluding shrink-wrap in-licenses relating to commercially available, off-the-shelf software, that (i) covers, protects, or is used by Seller in connection with, any of the Products (as defined in the Asset Purchase Agreement), and/or (ii) is necessary to operate the business of Seller as presently conducted, including the trademarks listed in Exhibit A attached hereto.

"Intellectual Property" means any and all Patents (as defined in the Asset Purchase Agreement), registered and unregistered trade names, trademarks, service names and service marks (and applications for registration of the same) and all goodwill associated therewith; domain names, databases, copyrights and copyright registrations (and applications for the same); trade secrets; computer data (including formulations and analyses), computer programs and software (in source code and object code form) and firmware and all related programming, user and systems documentation; and proprietary inventions, processes, techniques, methods, systems, specifications, designs (whether or not patentable or reduced to practice), know-how and formulae.

"Registered IP" means all Business IP that has been registered (or is the subject of a pending registration) by Seller.

**EXHIBIT A to Trademark Assignment**

<b>Trademark Name</b>	<b>Filing Date</b>	<b>Publication Date</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Status</b>	<b>Goods/Services</b>
Compressyn	05/02/2013	04/15/2014	85922035	4,893,296	Live	IC 010. US 026 039 044. G & S: Surgical implants comprising artificial material and associated surgical instrument sets. FIRST USE: 20140825. FIRST USE IN COMMERCE: 20140825