# OP \$265.00 3447368

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM413062

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CHG Hospital Beds Inc.		01/02/2015	Corporation: CANADA

# **RECEIVING PARTY DATA**

Name:	Stryker Corporation
Street Address:	2825 Airview Boulevard
City:	Kalamazoo
State/Country:	MICHIGAN
Postal Code:	49002
Entity Type:	Corporation: MICHIGAN

# **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3447368	SPIRIT PLUS
Registration Number:	3935517	CHG
Registration Number:	3935518	CHG HOSPITAL BEDS
Registration Number:	4052087	CHG HOSPITAL BEDS
Registration Number:	3945689	CHG PREVENTION SURFACE
Registration Number:	3904538	SPIRIT
Registration Number:	3904537	SPIRIT SELECT
Registration Number:	4419394	WATCHDOG
Registration Number:	4419395	
Serial Number:	85709592	SPIRIT ONE

# CORRESPONDENCE DATA

**Fax Number:** 6167522500

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.

**Phone:** (616) 752-2000

**Email:** trademarks@wnj.com

Correspondent Name: Warner Norcross & Judd LLP

Address Line 1: 111 Lyon Street NW Address Line 2: 900 Fifth Third Center

Address Line 4: Grand Rapids, MICHIGAN 49503-2487

ATTORNEY DOCKET NUMBER:	143367.145296	
NAME OF SUBMITTER:	Catherine S. Collins	
SIGNATURE:	/catherine s. collins/	
DATE SIGNED:	01/20/2017	
Total Attachments: 7 source=CHG Trademarks Assignment#page1.tif		
source=CHG Trademarks Assignment#page2.tif source=CHG Trademarks Assignment#page3.tif		
source=CHG Trademarks Assignment#page4.tif source=CHG Trademarks Assignment#page5.tif		
source=CHG Trademarks Assignment#page6.tif source=CHG Trademarks Assignment#page7.tif		

# TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is entered into as of January 2, 2015 (the "Effective Date") by and between CHG Hospital Beds Inc., an Ontario corporation (as "Assignor"), and Stryker Corporation, a Michigan corporation, having its principal place of business at 2825 Airview Boulevard, Kalamazoo MI 49002, United States of America (as "Assignee" or "Stryker"). This Trademark Assignment is made pursuant to an Asset Purchase Agreement by and among Assignor, Assignee and the other parties thereto, dated as of the date hereof (together with any amendments thereto, the "Purchase Agreement"), pursuant to which Stryker and certain of its Affiliates have agreed to purchase the Assets from Assignee. Capitalized terms used herein but not otherwise defined in this Trademark Assignment shall have the meanings ascribed to them in the Purchase Agreement.

Assignor is the owner of certain Intellectual Property. For good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks owned by Assignor covering, describing, incorporated in, used, held for use by, necessary for the use of or relating to the Business and associated instruments and methods, including but not limited to those listed in Exhibit A hereto (collectively, and including all foreign counterparts, the "Trademark Rights") together with the goodwill associated therewith and the business associated therewith as detailed in the Purchase Agreement. Assignor further assigns to Assignee, its successors and assigns, the entire right, title and interest in and to all claims for damages by reason of past infringement of any Trademark Rights, together with the right to sue for, collect and retain the proceeds for any past, present and future infringement of any such Trademark Rights.

Assignee hereby authorizes and requests the U.S. Patent and Trademark Office and counterpart offices in countries other than the U.S. to issue future Trademarks granted on any Trademark applications listed in Exhibit A hereto to Assignee.

Notwithstanding anything contained herein to the contrary, nothing in this Trademark Assignment shall go beyond, 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 Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall prevail and control.

Without limiting the rights of any party to the Purchase Agreement set forth therein, this Trademark Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Trademark Assignment.

This Trademark Assignment may be executed and delivered (including by facsimile or .pdf transmission) in one or more counterparts, and by each party hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

\*\*\*

-Execution on following page-

2

This Trademark Assignment has been executed by the parties hereto as of the Effective Date.

CHG HOSPITAL BEDS-INC.

STRYKER CORPORATION

Name: Archie Leach

Title: President

Title: Group President, MedSurg and

Neurotechnology

[Signature Page to Trademark Assignment]

This Trademark Assignment has been executed by the parties hereto as of the Effective Date.

CHG HOSPITAL BEDS INC.	STRYKER CORPORATION		
Ву:	By: trul Bun D		
Name:	Name: Timothy I. Scannell		
Title:	Title: Group President, MedSurg and		
	Neurotechnology		

# Exhibit A

# Trademarks

See attached.

906544.01-CHISR01A - MSW

COUNTRY	TRADEMARK	APPLICATION NUMBER	STATUS
CANADA	SPIRIT PLUS	Registration No. TMA700,553	REGISTERED Nov. 9, 2007
UNITED STATES	SPIRIT PLUS	Registration No. 3,447,368	REGISTERED June 17, 2008
CANADA	THE LEADER IN LOW BEDS	Registration No. TMA726,186	REGISTERED Oct. 16, 2008
CANADA	CHG	Registration No. TMA787,023	REGISTERED Jan. 12, 2011
CANADA	CHG HOSPITAL BEDS	Registration No. TMA787,033	REGISTERED Jan. 12, 2011
UNITED STATES	CHG	Registration No. 3,935,517	REGISTERED Mar. 22, 2011
UNITED STATES	CHG HOSPITAL BEDS	Registration No. 3,935,518	REGISTERED Mar. 22, 2011
UNITED KINGDOM	CHG	Registration No. 2536086	REGISTERED Sept. 10, 2010
UNITED KINGDOM	CHG HOSPITAL BEDS	Registration No. 2536094	REGISTERED July 2, 2010
CANADA	CHG HOSPITAL BEDS	Registration No. TMA799,553	REGISTERED June 8, 2011
UNITED STATES	CHG HOSPITAL BEDS	Registration No. 4,052,087	REGISTERED Nov. 8, 2011
UNITED KINGDOM	CHG HOSPITAL BEDS	Registration No. 2569137	REGISTERED April 15, 2011
CANADA	CHG PREVENTION SURFACE	Registration No. TMA788,393	REGISTERED Jan. 24, 2011
UNITED STATES	CHG PREVENTION SURFACE	Registration No. 3,945,689	REGISTERED April 12, 2011
CANADA	SPIRIT	Registration No.	REGISTERED

		TMA770,790	June 28, 2010
CANADA	SPIRIT SELECT	Registration No.	REGISTERED
		TMA770,789	June 28, 2010
UNITED STATES	SPIRIT	Registration No.	REGISTERED
		3,904,538	Jan. 11, 2011
UNITED STATES	SPIRIT SELECT	Registration No.	REGISTERED
		3,904,537	Jan. 11, 2011
CANADA	WATCHDOG	Registration No.	REGISTERED
		TMA852,217	May 31, 2013
CANADA	DOG HEAD DESIGN	Registration No.	REGISTERED
		TMA852118	May 31, 2013
UNITED STATES	WATCHDOG	Registration No. 4419394	REGISTERED
			Oct 15, 2013
UNITED STATES	DOG HEAD DESIGN	Registration No. 4419395	REGISTERED
			Oct 15, 2013
CANADA	SPIRIT ONE	Application No. 1591063	ALLOWED
UNITED STATES	SPIRIT ONE	Application No.	ALLOWED
		85709592	

**RECORDED: 01/20/2017**