

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OsteoMed, LLC		12/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Howmedica Osteonics Corp.		
Street Address:	325 Corporate Drive		
City:	Mahwah		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4388637	PRIMALIF	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	INFORMATIONSSPECIALISTS@LERNERDAVID.COM		
Correspondent Name:	LDLKM		
Address Line 1:	600 SOUTH AVENUE WEST		
Address Line 4:	WESTFIELD, NEW JERSEY 07090		
NAME OF SUBMITTER:	SAMANTHA CERAMI		
SIGNATURE:	/SAMANTHA CERAMI/		
DATE SIGNED:	02/02/2017		
Total Attachments: 5			
source=Executed Assignment of Trademarks Osteomed LLC to Howmedica Osteonics Corp#page1.tif			
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OP \$40.00 4388637

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "*Assignment*") is made and entered into this 19th day of December, 2016, by and between OsteoMed, LLC, a Delaware limited liability company ("*Seller*"), and Howmedica Osteonics Corp., a New Jersey corporation ("*Purchaser*") (each a "*Party*," and collectively, the "*Parties*").

BACKGROUND

WHEREAS, Seller and Purchaser entered into that certain Asset Purchase Agreement dated December 19, 2016 (the "*Purchase Agreement*");

WHEREAS, Seller wishes to assign to Purchaser all rights they have in all trademarks, trademark applications, and trademark registrations set forth on EXHIBIT A, attached hereto (the "*Trademarks*"), together with all related common law rights and the goodwill of the business connected with the use of and symbolized by the Trademarks.

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

AGREEMENT

1. **ASSIGNMENT.** Seller hereby assigns, transfers and sets over to Purchaser, its successors and assigns, and Purchaser hereby accepts, all of Seller's right, title and interest, whether statutory or at common law, in and to the Trademarks, together with the goodwill of the business connected with and identified through the use of, and symbolized by, the Trademarks, in the United States of America and throughout the world, including the entire right, title, and interest in and to all claims for damages by reason of past infringement of the Trademarks, together with the right to sue for, collect, and retain the proceeds relating to any such infringement, and in and to all legal equivalents of the Trademarks in foreign countries to the extent any such rights exist in foreign countries.

2. **FURTHER ASSURANCES.** Seller hereby covenants, without further consideration, that Seller shall, at the cost and expense of Seller, take all actions and execute all documents necessary or desirable to record and perfect the interest of Purchaser in and to the Trademarks and to perform all other lawful acts which Purchaser may reasonably request to make this assignment of the Trademarks fully effective, and shall not enter into any agreement in conflict with this Assignment.

3. **GOVERNING LAW.** This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

4. **COUNTERPARTS.** This Assignment may be executed and delivered (including electronically) in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but when taken together shall constitute one and the same agreement.

5. CONFLICT. If any provisions in this Assignment conflicts with any provision in the Purchase Agreement, the Purchase Agreement shall control.

SIGNATURES ON THE FOLLOWING PAGE

HOWMEDICA OSTEONICS CORP.

By: *Bradley Padgett*
Name: Bradley Padgett
Title: Vice President

Date: 12-19-16

STATE OF NJ)
)
) : ss.
)
COUNTY OF Bergen)

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On December 19, 2016, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Catherine M. Fermain
NOTARY PUBLIC
Residing at 1 Sussex
Staten Island, NY 10901

My Commission Expires: 1/1/18

CATHERINE M. FERMAINTT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2018

EXHIBIT A
TRADEMARKS

PRIMALIF

Name / Country	Mark / Product	Serial # / Registration #	Date	Exp. Date	Notes	Type
Brazil	PRIMALIF	831282100				
Australia	PRIMALIF	1464054	12/8/11	12/8/21	International Class 10. Reg. issued 11/20/07 Executed date 7/23/13	
Brazil	PRIMALIF	831282100	1/27/15	1/27/25	Prioridade: 85/384,921 29/07/2011 US	
European Community	PRIMALIF	10489623	4/25/12	12/13/21	International Class 10 "Medical devices and surgical implants for use in bone reconstruction"	
Japan	PRIMALIF	5491843	5/11/12	11/11/21	International Class 10 "Medical devices and surgical implants for use in bone reconstruction"	
USA	PRIMALIF	4,388,637	8/20/13	8/20/19		
USA	PRIMALIF	85/384,921	7/29/11		Filing date 7/29/11 & Executed date 6/3/13	Retractor