

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DePuy Synthes, Inc.		10/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Integra LifeSciences Corporation		
Street Address:	311 Enterprise Drive		
City:	Plainsboro		
State/Country:	NEW JERSEY		
Postal Code:	08536		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86178399	CERELINK	
Registration Number:	5201744	CODMAN VERSATRU	
Registration Number:	5167295	DIRECTLINK	
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>			
Phone:	6092750500		
Email:	natalia.barreto-powell@integralife.com		
Correspondent Name:	Natalia Barreto Powell		
Address Line 1:	311 Enterprise Drive		
Address Line 2:	Attn: Law Dept./ IP Group		
Address Line 4:	Plainsboro, NEW JERSEY 08536		
NAME OF SUBMITTER:	Natalia Barreto-Powell		
SIGNATURE:	/Natalia Barreto-Powell/		
DATE SIGNED:	10/06/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made and entered into as of October 2, 2017, between DePuy Synthes, Inc., a Delaware corporation (“Assignor”) and Integra LifeSciences Corporation, a Delaware corporation having an address at 311 Enterprise Drive, Plainsboro, NJ 08536 (“Assignee”).

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement, dated as of February 14, 2017 (the “Asset Purchase Agreement”), between DePuy Synthes, Inc., a Delaware corporation, and Integra LifeSciences Holdings Corporation, a Delaware corporation (“Buyer”), Buyer agreed to purchase, or to cause an Affiliate of Buyer to purchase, from Seller and its Affiliates certain assets related to the Business, including all IP Rights owned or licensed by Seller or any Selling Affiliate and primarily used or held for use in connection with the Business, including the trademarks, service marks, trade dress, and logos set forth on Schedule A hereto, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals therefor (hereinafter collectively referred to as the “Assigned Trademarks”);

WHEREAS, in connection with the Closing of the transactions contemplated by the Asset Purchase Agreement, Seller agreed to, and agreed to cause any relevant Selling Affiliate to, execute and deliver this Trademark Assignment, to effectuate the conveyance of all of Seller’s and the Selling Affiliates’ right, title and interest in and to the Assigned Trademarks to Buyer or its applicable Affiliate.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

SECTION 2. Conveyance, Assignment and Transfer. Assignor does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, and all rights to sue or otherwise recover for past, present, and future infringement, misappropriation, dilution, and other violations thereof, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made. The parties hereto acknowledge that, with respect to United States intent-to-use trademark applications included in the Assigned Trademarks (“ITU Applications”), the assignment of such ITU Applications and the other Assigned Trademarks accompanies the assignment to Assignee and its applicable Affiliates of Assignor’s business or portion of the business to which the Assigned Trademarks applied for under such ITU Applications pertain, and that such business is ongoing and existing.

SECTION 3. No Modification of Asset Purchase Agreement. Neither the making

nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by any party to the Asset Purchase Agreement of any liabilities, duties or obligations imposed thereby.

SECTION 4. General.

(a) Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same Trademark Assignment.

(b) Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement (including all Exhibits thereto), the Disclosure Letter, the Confidentiality Agreement and the other Transaction Documents, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. In the event of a conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

(c) Further Assurances. Subject to Section 7.09 of the Asset Purchase Agreement, Assignor hereby agrees, without further consideration, to execute and deliver all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure for Buyer or to its successors or assigns, or to evidence the rights, hereby transferred.

(d) Waivers. The provisions of Section 11.05 of the Asset Purchase Agreement shall apply hereto *mutatis mutandis*.

(e) Modifications and Amendments. The provisions of Section 11.05 of the Asset Purchase Agreement shall apply hereto *mutatis mutandis*.

(f) Assignability, Beneficiaries, Governing Law and Enforcement. The provisions of Section 11.06 of the Asset Purchase Agreement shall apply hereto *mutatis mutandis*.

(g) Consent to Jurisdiction. The provisions of Section 11.13 of the Asset Purchase Agreement shall apply hereto *mutatis mutandis*.

(h) Severability. The provisions of Section 11.15 of the Asset Purchase Agreement shall apply hereto *mutatis mutandis*.

SECTION 5. Interpretation and Construction. This Trademark Assignment shall be interpreted and construed in accordance with Section 1.02 of the Asset Purchase Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their respective duly authorized officers as of the date first above written.

DePuy Synthes, Inc.


By: Denise F. [Signature]
Name: Denise F. [Signature]
Title: Assistant Secretary

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK
REEL: 006177 FRAME: 0317

Integra LifeSciences Corporation

By:


Name: Peter J. Arduini

Title: President & Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK
REEL: 006177 FRAME: 0318

Schedule A
Assigned Trademarks

Trademark	Country	Filing type	App. No.	Reg. No.
CERELINK	ARGENTINA	National filing	3306500	2705202
CERELINK	AUSTRALIA	National filing	1603405	1603405
CODMAN VERSATRU	AUSTRALIA	National filing	1784452	
DIRECTLINK	AUSTRALIA	National filing	1717120	1717120
ISOCOOL	AUSTRALIA	National filing	1357539	1357539
CERELINK	BRAZIL	National filing	840781580	840781580
DIRECTLINK	BRAZIL	National filing	910010560	
CERELINK	CANADA	National filing	1680228	
CERELINK	CHILE	National filing	1095205	1148286
CODMAN VERSATRU	CHINA	National filing	20717183	
DIRECTLINK	CHINA	National filing	17766527	17766527

Trademark	Country	Filing type	App. No.	Reg. No.
VPV	ECUADOR	National filing	128263	21993-03
CERELINK	HONG KONG	National filing	302983618	302983618
CODMAN VERSATRU	HONG KONG	National filing	303846943	303846943
CERELINK	INDIA	National filing	2670682	2670682
CERELINK	JAPAN	National filing	2014-007735	5721260
DIRECTLINK	JAPAN	National filing	2015-82934	5831078
DIRECTLINK IN KATAKANA	JAPAN	National filing	2016-54158	5909778
CERELINK	KOREA (SOUTH)	National filing	40-2014-0029948	1106195
CERELINK	MALAYSIA	National filing	2014052390	2014052390
CERELINK	NEW ZEALAND	National filing	991748	991748
CODMAN VERSATRU	NEW ZEALAND	National filing	1047170	1047170
ISOCOOL	NEW ZEALAND	National filing	822849	822849
CERELINK	PANAMA	National filing	229380	229380
CODMAN VERSATRU	RUSSIAN FEDERATION	National filing	2016726409	
DIRECTLINK	RUSSIAN FEDERATION	National filing	2015728703	592178

Trademark	Country	Filing type	App. No.	Reg. No.
CERELINK	SINGAPORE	National filing	T140688041	T14068041
CERELINK	TAIWAN	National filing	103024778	1675718
CERELINK	THAILAND	National filing	935823	
CERELINK	UNITED STATES OF AMERICA	National filing	86/178399	
CODMAN VERSATRU	UNITED STATES OF AMERICA	National filing	87/109012	5201744
DIRECTLINK	UNITED STATES OF AMERICA	National filing	86/722077	5167295
CERELINK	URUGUAY	National filing	452257	452257
EDS 3	URUGUAY	National filing	360426	360426
CERELINK	VENEZUELA	National filing	1677/2014	