

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446315

<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>
DePuy International Limited		10/02/2017	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Integra LifeSciences Corporation		
<b>Street Address:</b>	311 Enterprise Drive		
<b>City:</b>	Plainsboro		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08536		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0957009	ANEUROPLASTIC	
<b>Registration Number:</b>	1305565	CRANIOPLASTIC	
<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>Email:</b>	natalia.barreto-powell@integralife.com		
<b>Correspondent Name:</b>	Natalia Barreto Powell		
<b>Address Line 1:</b>	311 Enterprise Drive		
<b>Address Line 2:</b>	Attn: Law Dept./ IP Group		
<b>Address Line 4:</b>	Plainsboro, NEW JERSEY 08536		
<b>NAME OF SUBMITTER:</b>	Natalia Barreto-Powell		
<b>SIGNATURE:</b>	/Natalia Barreto-Powell/		
<b>DATE SIGNED:</b>	10/06/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of October 2, 2017, between DePuy International Limited, a United Kingdom private limited company ("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*.

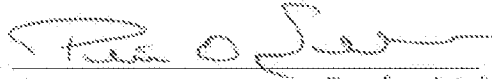
(h) Severability. The provisions of Section 11.15 of the Asset Purchase Agreement shall apply hereto *mutatis mutandis*.

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 International Limited

By:   
Name: PETER O'SULLIVAN  
Title: FINANCE DIRECTOR

[Signature Page to the Trademark Assignment Agreement]

Integra LifeSciences Corporation

By: 

Name: Peter J. Arduini

Title: President & Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006177 FRAME: 0376**

Schedule A  
Assigned Trademarks

Trademark	Country	App. No.	Reg. No.	Owner
ANEUROPLASTIC	UNITED STATES OF AMERICA	72/388675	957009	DEPUY INTERNATIONAL LTD.
CRANIOPLASTIC	UNITED STATES OF AMERICA	73/466070	1305565	DEPUY INTERNATIONAL LTD.