TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM455098

SUBMISSION TYPE: NEV	WASSIGNMENT
NATURE OF CONVEYANCE: ASS	SIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arthrogenx, LLC		06/13/2017	Limited Liability Company: FLORIDA

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: 1

Property Type	Number	Word Mark
Registration Number:	4881774	COBRA

CORRESPONDENCE DATA

Fax Number: 2693815465

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: 269-381-1156

Email: docket@flynnthiel.com

Correspondent Name: FLYNN, THIEL, BOUTELL & TANIS, P.C.

Address Line 1: 2026 Rambling Road

Address Line 4: Kalamazoo, MICHIGAN 49008-1631

NAME OF SUBMITTER:	Eugene J. Rath III	
SIGNATURE:	/Eugene J. Rath III/	
DATE SIGNED:	12/19/2017	

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into this 13th day of June, 2017, by and between Arthrogenx, LLC, a Florida limited liability company ("Seller"), and Stryker Corporation, a Michigan corporation ("Purchaser") (each a "Party," and collectively, the "Parties").

BACKGROUND

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement");

WHEREAS, Seller is the owner of and holds the entire right, title, and interest in all Trademarks (as defined in the Purchase Agreement), including the trademark applications, and trademark registrations set forth on <u>EXHIBIT A</u>, attached hereto; and

WHEREAS, Seller agreed in the Purchase Agreement to assign to Purchaser the entire right, title and interest in 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 New York, 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.

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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.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ARTHROGENX, LLC By: Decle exce to the Name: Charles Bourland Title: Authorized Signatory Date: 00 13 2017	
STATE OF	
,	
: ss. COUNTY OF	
,	
, he/she appeared before me and cknowledged 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. He/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the companying instrument in his/her authorized capacity, and that by his/her signature on the companying instrument, the entity executed the same. My Comm. Expires NOTARY PUBLIC NOTARY PUBLIC Residing at 200 ONLO ONLO	On nd of, If he
My Commission Explication OF FLORING	

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

STRYKER CORPORATION

By: WAZIONA
Narke: Jeanne M. Blondia
Title: Vice President, Finance and Treasurer
Date: 6/13/2017
STATE OF Michigan)
state of Michigan) : ss. county of Kalamazo
The person whose name is subscribed to the accompanying instrument is personally known me or has proved his/her identity to me on the basis of satisfactory evidence.
acknowledged that he/she has read the accompanying instrument and knows the contents there
and that he/she executed the same as their free act and deed for the purposes set forth therein.
he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed t
accompanying instrument in his/her authorized capacity, and that by his/her signature on t instrument, the entity executed the same.
With XIrou
NOTARY PUBLIC
Residing at 586 E H Ave
My Commission Expires: 4/1/2019 Kalamazoo M149048
VICKI L GROLL Notary Public - Michigan Kalamazoo County My Commission Expires Apr 1, 2019 Acting in the County of 本名

EXHIBIT A

TRADEMARKS

REGISTRATION	REG. No.	REG. DATE	CLASS
COBRA	4881774	JANUARY 5, 2016	10