

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477498

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the identification of Zimmer GmbH as a limited liability company organized under the laws of Switzerland previously recorded on Reel 005135 Frame 0237. Assignor(s) hereby confirms the entire right, title and interest.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SUBCHONDROPLASTY ORTHOPEDICS, LLC		05/02/2013	Limited Liability Company: DELAWARE
KNEE CREATIONS, LLC		05/02/2013	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZIMMER GMBH		
<b>Street Address:</b>	SULZER ALLEE 8		
<b>City:</b>	WINTERTHUR		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	8404		
<b>Entity Type:</b>	Limited Liability Company: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4154374	SUBCHONDROPLASTY	
<b>Registration Number:</b>	3944848	SCP	
<b>Registration Number:</b>	4299386	ACCUPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3176377561		
<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>Phone:</b>	3176343456		
<b>Email:</b>	docketdept@uspatent.com		
<b>Correspondent Name:</b>	Marta Paul		
<b>Address Line 1:</b>	111 Monument Circle Suite 3700		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	65038-9		
<b>NAME OF SUBMITTER:</b>	GAIL MERCER, LEGAL ASSISTANT		
<b>SIGNATURE:</b>	/Gail Mercer/		

OP \$90.00 4154374

<b>DATE SIGNED:</b>	06/11/2018
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**Total Attachments: 11**

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 77/629,996  
Reg. No.: 4,154,374  
Owner: Zimmer Knee Creations, Inc.  
Filing Date: December 10, 2008  
Law Office: Post Registration Division  
Examiner: Harpreet Singh  
Attorney Docket No.: 065038-000009  
Mark: SUBCHONDROPLASTY

DECLARATION OF MATTHEW B. SKAGGS

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

I, Matthew B. Skaggs, hereby state as follows:

1. The owner of the above registration is Zimmer Knee Creations, Inc., a corporation of Delaware.
2. I am responsible for the handling and discharge of all trademark matters for the above-named Owner globally, and have firsthand knowledge of the facts surrounding the registration.
3. A post-registration Office Action was issued on May 21, 2018, stating that the Sections 8&15 Combined Affidavit cannot be accepted or acknowledged because there is an unexplained break in the chain of title that must be clarified.
4. An Assignment from Subchondroplasty Orthopedics, LLC and Knee Creations, LLC to Zimmer GmbH was recorded on October 22, 2013 at Reel / Frame 5135/0237. In the Assignment document itself and the cover sheet, the Assignee was listed as Zimmer GmbH, a "corporation" of Switzerland, which was an inadvertent typographical error. Zimmer GmbH is a "limited liability company" of Switzerland. Both the Assignment document and the cover sheet incorrectly listed Zimmer GmbH as a "corporation" of Switzerland, instead of the appropriate translation of GmbH which is a "limited liability company" of Switzerland.

5. A new cover sheet, the required fee, and a copy of the originally recorded assignment with corrections initialed and dated by me are being submitted simultaneously herewith.

6. Appropriate correction to the record is respectfully requested.

7. The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

Date: 02/02/2018

  
Matthew B. Skaggs

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Subchondroplasty Orthopedics, LLC		05/02/2013
	Knee Creations, LLC		05/02/2013
			LIMITED LIABILITY COMPANY: DELAWARE
			LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zimmer GmbH		
<b>Street Address:</b>	Sulzer Allee 8		
<b>City:</b>	8404 Winterthur		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Serial Number:	77630000	SCP
	Serial Number:	77629996	SUBCHONDROPLASTY
	Serial Number:	85437649	ACCUPORT
	Serial Number:	85647471	ACCUPORT
	Serial Number:	85603116	ACCUGRAFT
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123496556		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(612) 339-7461		
<b>Email:</b>	Jim.Nikolai@nm-iplaw.com		
<b>Correspondent Name:</b>	James T. Nikolai		
<b>Address Line 1:</b>	900 Second Avenue So.		
<b>Address Line 2:</b>	Suite 1550		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		

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**TRADEMARK**  
 REEL: 005135 FRAME: 0237  
**TRADEMARK**  
 REEL: 006352 FRAME: 0329

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

**NAME OF SUBMITTER:**

James T. Nikolai

**Signature:**

/James T. Nikolai/

**Date:**

10/22/2013

**Total Attachments: 7**

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of the 2<sup>nd</sup> day of May, 2013 (the "Effective Date"), by and between Zimmer GmbH, a ~~corporation~~ *limited liability company* organized under the laws of Switzerland ("Buyer"), and Subchondroplasty Orthopedics, LLC, and Knee Creations, LLC, each a limited liability company organized under the laws of the State of Delaware (individually, a "Seller" and collectively, "Sellers").

WHEREAS, pursuant to the terms of the Asset Purchase Agreement dated as of April 15, 2013 by and between Buyer and Sellers (the "Asset Purchase Agreement"), Buyer has purchased from Sellers all of their right, title and interest in and to the Business IP (as defined in Schedule A attached hereto), including without limitation all of the Trademarks (as defined in Schedule A attached hereto) constituting part of the Business IP (including, without limitation, the Trademarks listed in Exhibit A attached hereto) (collectively, the "Assigned Trademarks"); and

WHEREAS, the parties have agreed in the Asset Purchase Agreement to memorialize the assignment of the Assigned Trademarks from Sellers to Buyer in a separate document;

NOW, THEREFORE, in consideration of the mutual promises and premises set forth in the Asset Purchase Agreement and this Trademark Assignment and the sums paid and payable by Buyer to Sellers under the Asset Purchase Agreement, the parties hereby agree as follows:

Sellers hereby sell, assign, transfer and convey to Buyer, its successors and assigns, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options and limitations of every kind, all of Sellers' worldwide right, title and interest in, to and under the Assigned Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, and all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Trademark Assignment, and any and all applications, registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Buyer, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Sellers had this Trademark Assignment not been made. Sellers shall execute, acknowledge and deliver to Buyer, at Buyer's request, any and all further documents, papers, affidavits, statements and/or other instruments, reasonably

requested by Buyer, to confirm Buyer's ownership of all rights pursuant to this Trademark Assignment. This Trademark Assignment shall be binding upon the successors and assigns of the Sellers and inure to the benefit of the successors and assigns of Buyer.



IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and  
attested as of the Effective Date.

ZIMMER OMSH

Name: Guillaume Clément  
Title: Authorized Signatory

SUBCHONDRAL PLASTY ORTHOPEDICS, LLC

KNEE CREATIONS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered as of the Effective Date.

ZAMMER GMBH

By: \_\_\_\_\_

Name: Guillaume Génin  
Title: Authorized Signatory

SUBCHONDROBLASTY ORTHOPEDICS, LLC

By: \_\_\_\_\_

Name: MICHAEL J. SIMPSON

Title: PRESIDENT/CEO

KNEE CREATIONS, LLC

By: \_\_\_\_\_

Name: MICHAEL J. SIMPSON

Title: PRESIDENT/CEO

TRADEMARK

REEL: 006352 FRAME: 0334

**SCHEDULE A to Trademark Assignment**

"**Business IP**" means all Intellectual Property, excluding Shrink/Click Licenses (as defined in the Asset Purchase Agreement) that (i) covers, protects, or is used by either Seller in connection with, any of the Products, and/or (ii) is necessary to operate the business of Sellers as presently conducted, including the Trademarks listed in Exhibit A attached hereto.

"**Intellectual Property**" means all Patents (as defined in the Asset Purchase Agreement), Copyrights (as defined in the Asset Purchase Agreement), Industrial Designs (as defined in the Asset Purchase Agreement), Proprietary Information (as defined in the Asset Purchase Agreement), Trademarks, Computer Software (as defined in the Asset Purchase Agreement), inventions (whether or not patentable and whether or not reduced to practice), techniques, processes, methods and similar proprietary rights, and all modifications, enhancements and other improvements thereto.

"**Product**" means any product, surgical technique or treatment method that, at any time on or before the Closing Date, was designed, developed, manufactured, marketed, distributed or sold, in whole or in part, by a Seller.

"**Trademarks**" means all trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, trade names, registered trade names and applications for registration of trade names and internet domain names, other indications of origin, the goodwill associated with the foregoing, and any extension, modification or renewal of any of the foregoing registrations or applications, in each case, in any jurisdiction.

**EXHIBIT A to Trademark Assignment**

<b>Trademark Name</b>	<b>Filing Date</b>	<b>Publication Date</b>	<b>Serial Number</b>	<b>Status</b>	<b>Goods/Services</b>
MEDICARB	January 18, 1984	May 15, 1985	UK00121101 3	Registered/ Active	SURGICAL AND MEDICAL APPARATUS AND INSTRUMENTS
MEDICARB	March 12, 1984	September 28, 1984	Switzerland 1342/1984	Registered/ Active	SURGICAL AND MEDICAL APPARATUS AND INSTRUMENTS
MEDICARB	February 6, 1989	NA	South Africa 89/0867	Registered/ Active	SURGICAL AND MEDICAL APPARATUS AND INSTRUMENTS, PART OF AND ACCESSORIES FOR THE FOREGOING
SCP	December 10, 2008	November 03, 2009	US 77/630000	Registered/ Active	MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY; SURGICAL ACCESS DEVICES; MEDICAL AND SURGICAL KITS CONTAINING MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY AND SURGICAL ACCESS DEVICES
SUBCHONDROPLASTY	December 10, 2008	November 03, 2009	US 77/629996	Registered/ Active	MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY; SURGICAL ACCESS DEVICES; MEDICAL AND SURGICAL KITS CONTAINING MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY AND SURGICAL ACCESS DEVICES
ACCUPORT	October 3, 2011	March 13, 2012	US 85/437649	Allowed- intent-to-use/ Active	MEDICAL DEVICES, NAMELY SCREWS FOR USE FOR THE FIXATION OF BONE FRACTURES AND BONE RECONSTRUCTIONS

Trademark Name	Filing Date	Publication Date	Serial Number	Status	Goods/Services
ACCUPOINT	June 8, 2012	September 11, 2012	US 85/647,471	Registered/ Active	MEDICAL AND SURGICAL INSTRUMENTS FOR USE IN ORTHOPEDIC SURGERY
ACCUGRAFT	April 19, 2012	September 11, 2012	US 85/603,116	Allowed-intent-to-use/ Active	SURGICAL IMPLANTS MADE OF ALLOGRAFT, NAMELY CORTICAL BONE

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