

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490259

<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>
Medical Enterprises Distribution, LLC		07/12/2018	Limited Liability Company: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DePuy Synthes, Inc.		
<b>Street Address:</b>	700 Orthopaedic Drive		
<b>City:</b>	Warsaw		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46581		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87021031	ME	
<b>Registration Number:</b>	5262716	ME	
<b>Serial Number:</b>	87012761	ME 1000	
<b>Registration Number:</b>	5267803	ME 1000	
<b>Serial Number:</b>	86665342	ME 1000	
<b>Serial Number:</b>	87012907	ME MEDICAL ENTERPRISES	
<b>Registration Number:</b>	5510079	ME MEDICAL ENTERPRISES	
<b>Registration Number:</b>	5278207	ME MEDICAL ENTERPRISES	
<b>Serial Number:</b>	87012951	ME MEDICAL ENTERPRISES DISTRIBUTION	
<b>Registration Number:</b>	5252582	ME MEDICAL ENTERPRISES DISTRIBUTION	
<b>Registration Number:</b>	5439899	ME MEDICAL ENTERPRISES DISTRIBUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7325246341		
<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>	732-524-1496		
<b>Email:</b>	mpersia@its.jnj.com		
<b>Correspondent Name:</b>	Denise I Mroz		
<b>Address Line 1:</b>	One Johnson & Johnson Plaza		

CH \$290.00 87021031

**Address Line 4:** New Brunswick, NEW JERSEY 08933

**NAME OF SUBMITTER:** Marcia M Persiano

**SIGNATURE:** /mmpjnj/

**DATE SIGNED:** 09/17/2018

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated as of July 12, 2018 ("Effective Date"), and is made from Medical Enterprises Distribution, LLC, a Wyoming limited liability company ("Assignor"), to DePuy Synthes, Inc., a Delaware corporation ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the owner of those certain trademarks and logos, including the registrations and applications set forth in the attached Schedule A (the "Trademarks");

**WHEREAS**, pursuant to the Asset Purchase Agreement dated May 13, 2018 (the "Purchase Agreement"), by and between Assignor and DePuy Synthes Products, Inc., a Delaware Corporation ("Buyer"), Buyer has agreed to purchase, take delivery of and acquire all of Assignor's right, title and interest in, to and under the Trademarks; and

**WHEREAS**, Buyer designates Assignee, an Affiliate (as defined in the Purchase Agreement) of Buyer, to purchase, take delivery of and acquire, and Assignor has agreed to sell, convey, deliver, transfer and assign to Assignee, all of Assignor's right, title and interest in, to and under the Trademarks.

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

1. Assignment of Rights. Effective upon the Effective Date, Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee all of its right, title and interest in, to and under (a) the Trademarks, (b) the goodwill associated with the use of and symbolized by the Trademarks, together with the portion of the Assignor's business to which the Trademarks pertain, (c) all applications and registrations for the Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the Trademarks throughout the world, including, without limitation, (i) any and all claims by Assignor against any third party for past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Trademarks, (ii) the exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

2. Recordation. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including without limitation payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Trademarks, in its name, in the United States Patent and Trademark Office or in any foreign equivalent thereof.

3. Attorney. Assignor hereby appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively

in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first creation of any of the Trademarks to the date of this Assignment.

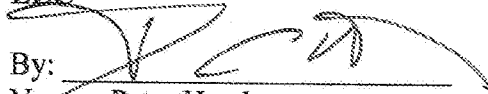
4. Further Assurances. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including without limitation the execution and acknowledgment of instruments, that may be or become necessary to effect or formalize the transfer of the Trademarks.

5. Miscellaneous. This Assignment is executed and delivered pursuant to, and is in accordance with, the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts together constitute one and the same instrument. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of laws principles.

*[Remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

**MEDICAL ENTERPRISES DISTRIBUTION,  
LLC**

By: 

Name: Peter Handy

Title: Secretary

*{Signature Page to Trademark Assignment Agreement}*

**TRADEMARK  
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DEPUY SYNTHES, INC.




By: Denise I. Nwo  
Name: Denise I. Nwo  
Title: Assistant Secretary

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006439 FRAME: 0854**

**Schedule A**  
**Assigned Trademarks**

Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date
ME (Stylized & Circle Design) 	Allowed	87/021,031 5/2/16	
ME (Stylized & Circle Design) 	Registered	87/975,470 5/2/16	5262716 8/8/17
ME 1000 (Stylized & Circle Design B&W) 	Allowed	87/012,761 4/25/16	
ME 1000 (Stylized & Circle Design B&W) 	Registered	87/975,526 4/25/16	5267803 8/15/17
ME 1000 (Stylized & Circle Design in Color) 	Allowed	86/665,342 6/17/15	
ME MEDICAL ENTERPRISES (Stylized & Circle Design) 	Allowed	87/012,907 4/25/16	
ME MEDICAL ENTERPRISES (Stylized & Circle Design) 	Registered	87/977,577 4/25/16	5510079 7/3/18
ME MEDICAL ENTERPRISES (Stylized & Circle Design) 	Registered	87/975,344 4/25/16	5278207 8/29/17

Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date
ME MEDICAL ENTERPRISES DISTRIBUTION (Stylized & Circle Design) 	Allowed	87/012,951 4/25/16	
ME MEDICAL ENTERPRISES DISTRIBUTION (Stylized & Circle Design) 	Registered	87/975,437 4/25/16	5252582 7/25/17
ME MEDICAL ENTERPRISES DISTRIBUTION (Stylized & Circle Design) 	Registered	87/976,770 4/25/16	5439899 4/3/18