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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM605921

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nextremity Solutions, Inc.		08/10/2020	Corporation:

RECEIVING PARTY DATA

Name:	Zimmer, Inc.
Street Address:	345 East Main Street
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46580
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4170347	NEXTRA
Registration Number:	4676571	RE+LINE

CORRESPONDENCE DATA

Fax Number:

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: 5745277642

Email: tmdocket@zimmerbiomet.com

Correspondent Name: Marta L. Paul

Address Line 1: 1800 West Center Street

Address Line 2: mail stop: 5211

Address Line 4: Warsaw, INDIANA 46580

NAME OF SUBMITTER:	Marta L. Paul
SIGNATURE:	/Marta L. Paul/
DATE SIGNED:	10/30/2020

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Trademark Assignment</u>") is entered into and executed effective as of <u>[August 10]</u>, <u>Jo Jo</u>], by and between Nextremity Solutions, Inc., a Delaware corporation with a business address of 210 North Buffalo Street, Warsaw, IN 46580 ("<u>Transferor</u>") and Zimmer, Inc., a Delaware corporation with a business address of 345 East Main Street, Warsaw, IN 46580 ("<u>Transferee</u>" and, together with Transferor, the "<u>Parties</u>" and each a "<u>Party</u>").

RECITALS

- A. Pursuant to the terms of the Asset Purchase Agreement dated November 21, 2018, by and between Transferee and Transferor (the "<u>Agreement</u>"), Transferee has purchased from Transferor all of its right, title and interest in and to the trademarks listed in <u>Exhibit A</u> attached hereto, whether registered or pending (collectively, the "<u>Acquired Trademarks</u>"); and
- B. The Parties desire to memorialize the assignment of the Acquired Trademarks from Transferor to Transferee in a document separate from the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and premises set forth in the Agreement and this Trademark Assignment and the sums paid and payable by Transferee to Transferor under the Agreement, the Parties hereby agree as follows:

- 1. Transferor hereby irrevocably sells, transfers, conveys, assigns and delivers to Transferee and Transferee's successors and assigns, and Transferee hereby takes assignment and transfer thereof, all of Transferor's worldwide rights, title and interest in, to and under the Acquired Trademarks, together with their common law rights, goodwill and the business associated with the Acquired Trademarks, and registrations thereof and any and all 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 (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements and damages), the same to be held and enjoyed by Transferee, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Transferor had this Trademark Assignment not been made.
- 2. Transferor authorizes and requests any official in the countries or registering organizations listed on the attached Exhibit A whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Transferee as the Transferee and owner of any and all of Transferor's right, title and interest in and to the Acquired Trademarks.
- 3. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Indiana, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
- 4. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Delivery of an executed counterpart of this Trademark Assignment by facsimile or electronic transmission shall be effective to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed effective as of the date first written above.

TRANSFEREE

Zimmer, Inc.

oseph C. Topmiller

Name. Joseph E Topmiller

Title: VP -- Chief Patent Counsel

TRANSFEROR

Nextremity Solutions, Inc.

Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Indiana

: SS.

COUNTY OF KOSCIUSKO

Subscribed and sworn to before me, a Notary Public,

day of Phiaus:

,2020.

Notary Public

(SÉAL)



JENNIFER L. GORDON Kosciusko County My Commission Expires December 15, 2025

EXHIBIT A

<u>Trademarks</u>

Mark	County	Reg. No. / Serial No.	
NEXTRA	United States	4,170,347	
RE+LINE	United States	4,676,571	
RE+LINE	Argentina	2,891,294	
RE+LINE	Canada	TMA949,631	
RE+LINE	International Registration - Australia	1222789	
RE+LINE	International Registration - Switzerland	1222789	
RE+LINE	International Registration - China	1222789	
RE+LINE	International Registration - Colombia	1222789	
RE+LINE	International Registration – European Union	1222789	
RE+LINE	International Registration – Israel	1222789	
RE+LINE	International Registration – Japan	1222789	
RE+LINE	International Registration - Korea	1222789	
RE+LINE	International Registration - Mexico	1222789	
RE+LINE	International Registration - Norway	1222789	
RE+LINE	International Registration - Russia	1222789	
RE+LINE	International Registration - Singapore	1222789	
RE+LINE	International Registration - Turkey	1222789	