

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integra Lifesciences Corporation		01/04/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Smith & Nephew, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
Name:	Smith & Nephew Orthopaedics AG		
Street Address:	Theilerstrasse 1A		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	6300		
Entity Type:	Limited Liability Company: SWITZERLAND		
Name:	Smith & Nephew Asia Pacific Pte. Limited		
Street Address:	29 Media Circle, #06-05, Alice@Mediapolis		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	138565		
Entity Type:	Limited Liability Company: SINGAPORE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88224941	ANKALIGN	
Registration Number:	5087543	CADENCE	
Serial Number:	88186091	ENSURE	
Registration Number:	3490474	BIOBLOCK	
Registration Number:	2346773	SAFEGUARD	
Registration Number:	2207452	SUBTALAR MBA	
Registration Number:	3339802	SALTO TALARIS	
TRADEMARK			

CORRESPONDENCE DATA**Fax Number:** 5123913901*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:** 5123913931**Email:** Patents.Dept.US@smith-nephew.com**Correspondent Name:** Smith & Nephew, Inc.**Address Line 1:** 7000 W. William Cannon Dr.**Address Line 4:** Austin, TEXAS 78735**NAME OF SUBMITTER:** Brandi Aiken**SIGNATURE:** /Brandi Aiken/**DATE SIGNED:** 05/26/2021**Total Attachments: 8**

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Agreement**”), dated as of January 4, 2021 (“**Effective Date**”), is entered into by and between Integra LifeSciences Corporation, a Delaware corporation, having an address at 1100 Campus Road, Princeton, New Jersey 08540 (“**Assignor**”), Smith & Nephew, Inc., a Delaware corporation, having an address at CT Corporation, 1209, Orange Street, Wilmington, Delaware 19801, Smith & Nephew Orthopaedics AG, a limited company governed by the laws of Switzerland, registered and established in Switzerland under the following number CHE-107.345.392 since August 8, 1991, whose registered headquarters are located at Theilerstrasse 1A, 6300, Zug, Switzerland, represented for the purpose of this agreement by Arnaud Schattmeier and Sophie Mortamet, and Smith & Nephew Asia Pacific Pte. Limited, a limited company governed by the laws of Singapore, having an address at 29 Media Circle, #06-05, Alice@Mediapolis, Singapore 138565 (each, an “**Assignee**” and collectively, the “**Assignees**”).

WHEREAS, Smith & Nephew USD Limited, a private company limited by shares organized under the Laws of England and Wales (“**Buyer**”), has entered into a Purchase and Sale Agreement, dated as of December 23, 2020 (as amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”), with Integra LifeSciences Holdings Corporation, a Delaware corporation, Newdeal SAS, a company organized under the Laws of France, and Integra LifeSciences Services (France) SAS, a company organized under the Laws of France (collectively, “**Sellers**”), pursuant to which Sellers have agreed to, and to cause the other Retained Companies to, sell, assign, transfer, convey and deliver the entire right title and interest of the Sellers in, to and under the Purchased Assets, free and clear of all Liens other than Permitted Liens, to Buyer or the applicable Buyer Designee(s).

WHEREAS, the Purchased Assets of the Assignor include the trademark registrations and trademark applications set forth on Schedule 1 (the “**Assigned Trademarks**”).

WHEREAS, Buyer has designated the Assignees as Buyer Designees under the Purchase Agreement, for the purpose of acquiring the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignees agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

SECTION 2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignees, and the Assignees hereby accept the sale, assignment, transfer, conveyance and delivery of, all of the Assignor’s right, title and interest in, to and under the Assigned Trademarks, together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts arising from the Assigned Trademarks, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights of Assignor, including common law rights, arising from the Assigned Trademarks, each to be held and enjoyed by the Assignees for their own use and benefit and for the use and benefit of

their successors and assigns as said rights would have been held and enjoyed by the Assignor had this Assignment not been made.

SECTION 3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and any other official of any applicable Governmental Entity in any other applicable jurisdictions, to record and issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in the name of the Assignees.

SECTION 4. Further Assurances. From the Effective Date and for a period of eighteen (18) months thereafter, at the reasonable request of any Assignee (or its successors, assigns or legal representatives), the Assignor shall timely execute and deliver any additional documents and perform any additional necessary acts that any Assignee or its counsel may reasonably request to assist in the recordation or perfection of this Assignment. After such period, Assignor will continue to assist Assignees, at any Assignee's reasonable request, with matters that are not complete during such period due to delays in governmental review and approval processes that are not within such Assignee's control.

SECTION 5. Subject to Purchase Agreement. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 6. Counterparts. This Assignment and any amendments hereto may be executed in counterparts, including by electronic transmission in .pdf format, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

SECTION 7. Successors and Assigns. This Assignment will be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

SECTION 8. Governing Law. This Assignment shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

SECTION 9. Interpretation. This Assignment shall be subject to the provisions set forth in Section 11.15 of the Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

ASSIGNOR:

INTEGRA LIFESCIENCES
CORPORATION

By: 

Name: Peter J. Arduini

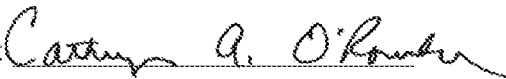
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

ASSIGNEE:

SMITH & NEPHEW, INC.

By: 

Name: Catheryn A. O'Rourke

Title: Secretary

ASSIGNEE:

SMITH & NEPHEW
ORTHOPAEDICS AG

By: _____

Name:

Title:

ASSIGNEE:

SMITH & NEPHEW ASIA PACIFIC
PTE. LIMITED

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

ASSIGNEE:

SMITH & NEPHEW, INC.

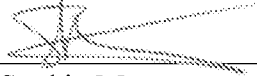
By: _____

Name:

Title:

ASSIGNEE:

SMITH & NEPHEW
ORTHOPAEDICS AG

By:  _____

Name: Sophie Mortamet

Title: Director

By:  _____

Name: Arnaud Schattmeier

Title: Director

ASSIGNEE:

SMITH & NEPHEW ASIA PACIFIC
PTE. LIMITED

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

ASSIGNEE:

SMITH & NEPHEW, INC.

By: _____

Name:

Title:

ASSIGNEE:

SMITH & NEPHEW
ORTHOPAEDICS AG

By: _____

Name:

Title:

ASSIGNEE:

SMITH & NEPHEW ASIA PACIFIC
PTE. LIMITED



By:

Name: POON Chee Seng

Title: Director

[Signature Page to Trademark Assignment]

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark	Jurisdiction	Application No.	Date Filed	Registration No.	Registration Date	Owner
ANKALIGN	United States	88/224,941	Dec 12, 2018			Integra LifeSciences Corporation
CADENCE	Australia	1731376	Oct 29, 2015	1731376	Oct 29, 2015	Integra LifeSciences Corporation
CADENCE	Benelux	1320820	Nov 9, 2015	1320820	Feb 9, 2016	Integra LifeSciences Corporation
CADENCE	Canada	1,814,354	Dec 15, 2016	1006123	Oct 4, 2018	Integra LifeSciences Corporation
CADENCE	European Union	017878382	Mar 21, 2018	017878382	Aug 22, 2018	Integra LifeSciences Corporation
CADENCE	France	154224500	Nov 9, 2015	154224500	Nov 9, 2015	Integra LifeSciences Corporation
CADENCE	Germany	302015107629.9	Nov 6, 2015	3020151076299	Jan 18, 2016	Integra LifeSciences Corporation
CADENCE	Italy	302015000077108	Nov 26, 2015	302015000077108	Nov 26, 2015	Integra LifeSciences Corporation
CADENCE	Japan	2016-136921	Dec 5, 2015	5980953	Sep 15, 2017	Integra LifeSciences Corporation
CADENCE	Mexico	1675124	Oct 30, 2015	1607768	Apr 25, 2016	Integra LifeSciences Corporation
CADENCE	Republic of Korea	40-2015-85985	Nov 23, 2015	401357925	May 9, 2018	Integra LifeSciences Corporation
CADENCE	United Kingdom	3134804	Nov 5, 2015	3134804	Nov 5, 2015	Integra LifeSciences Corporation
CADENCE	United States	86/643,739	May 28, 2015	5087543	Nov 22, 2016	Integra LifeSciences Corporation

ENSURE	United States	88/186,091	Nov 8, 2018			Integra LifeSciences Corporation
BIOBLOCK	United States	78/841,905	Mar 21, 2006	3490474	Aug 19, 2008	Integra LifeSciences Corporation
SAFEGUARD	United States	75/601,686	Dec 8, 1998	2346773	May 2, 2000	Integra LifeSciences Corporation
SUBTALAR MBA	United States	75/119,620	Jun 17, 1996	2207452	Dec 1, 1998	Integra LifeSciences Corporation
SALTO	France	99788943	Apr 22, 1999	99788943	Apr 22, 1999	Integra LifeSciences Corporation
SALTO TALARIS	France	3420736	Apr 3, 2006	3420736	Apr 3, 2006	Integra LifeSciences Corporation
SALTO TALARIS	Germany	899818	Sep 12, 2006	899818	Sep 12, 2006	Integra LifeSciences Corporation
SALTO TALARIS	International Bureau	899818	Sep 12, 2006	899818	Sep 12, 2006	Integra LifeSciences Corporation
SALTO TALARIS	Italy	899818	Sep 12, 2006	899818	Sep 12, 2006	Integra LifeSciences Corporation
SALTO TALARIS	Spain	899818	Sep 12, 2006	899818	Sep 12, 2006	Integra LifeSciences Corporation
SALTO TALARIS	Switzerland	899818	Sep 12, 2006	899818	Sep 12, 2006	Integra LifeSciences Corporation
SALTO TALARIS	United Kingdom	899818	Sep 12, 2006	899818	Sep 12, 2006	Integra LifeSciences Corporation
SALTO TALARIS	United States	78/926,758	Jul 11, 2006	3339802	Nov 20, 2007	Integra LifeSciences Corporation

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