

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smith & Nephew Orthopaedics AG		01/04/2021	Limited Liability Company: SWITZERLAND
Smith & Nephew Asia Pacific Pte. Limited		01/04/2021	Limited Liability Company: SINGAPORE
RECEIVING PARTY DATA			
Name:	Smith & Nephew, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88224941	ANKALIGN	
Serial Number:	88186091	ENSURE	
Registration Number:	5087543	CADENCE	
Registration Number:	3490474	BIOBLOCK	
Registration Number:	2346773	SAFEGUARD	
Registration Number:	2207452	SUBTALAR MBA	
Registration Number:	3339802	SALTO TALARIS	
CORRESPONDENCE DATA			
Fax Number:	5123913901		
<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>			
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		

CH \$190.00 88224941

SIGNATURE:	/Brandi Aiken/
DATE SIGNED:	08/27/2021
Total Attachments: 7 source=Artemis - Final - Post-Closing Trademark Assignment (SNOAG and SNAP to SNI) FULLY EXECUTED#page1.tif source=Artemis - Final - Post-Closing Trademark Assignment (SNOAG and SNAP to SNI) FULLY EXECUTED#page2.tif source=Artemis - Final - Post-Closing Trademark Assignment (SNOAG and SNAP to SNI) FULLY EXECUTED#page3.tif source=Artemis - Final - Post-Closing Trademark Assignment (SNOAG and SNAP to SNI) FULLY EXECUTED#page4.tif source=Artemis - Final - Post-Closing Trademark Assignment (SNOAG and SNAP to SNI) FULLY EXECUTED#page5.tif source=Artemis - Final - Post-Closing Trademark Assignment (SNOAG and SNAP to SNI) FULLY EXECUTED#page6.tif source=Artemis - Final - Post-Closing Trademark Assignment (SNOAG and SNAP to SNI) FULLY EXECUTED#page7.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Agreement**”), dated as of 4 January 2021 (“**Effective Date**”), is entered into by and between 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] (“**SNOAG**”), 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 (“**SNAP**” and together with SNOAG, “**Assignors**”), and Smith & Nephew, Inc., a Delaware corporation, having an address at CT Corporation, 1209 Orange Street, Wilmington, Delaware, USA 19801 (“**SNI**” or “**Assignee**” and together with Assignors, the “**Parties**”).

WHEREAS, Smith & Nephew USD Limited, a private company limited by shares organized under the Laws of England and Wales (“**Buyer**”), 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 Buyer purchased from Sellers certain Purchased Assets, including the trademark registrations and trademark applications set forth on Schedule 1 (the “**Assigned Trademarks**”).

WHEREAS, Buyer designated the Parties as Buyer Designees under the Purchase Agreement for the purpose of acquiring the Assigned Trademarks, and the Parties jointly acquired the Assigned Trademarks.

WHEREAS, Each of the Parties is a wholly-owned subsidiary of Buyer.

WHEREAS, Assignors now desire to sell, assign, transfer, convey and deliver to Assignee the Assigned Trademarks set forth on Schedule 1.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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. Assignors hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of Assignors’ rights, title and interests 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 Assignors have 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

Assignors, including common law rights, arising from the Assigned Trademarks, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns as said rights would have been held and enjoyed by Assignors had this Assignment not been made.

SECTION 3. Recordation. Assignors hereby authorize and request 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 Assignee.

SECTION 4. Further Assurances. From the Effective Date and for a period of twelve (12) months thereafter, at the reasonable request of Assignee (or its successors, assigns or legal representatives), Assignors shall timely execute and deliver any additional documents and perform any additional necessary acts that Assignee or its counsel may reasonably request to assist in the recordation or perfection of this Assignment. After such period, Assignors will continue to assist Assignee, at 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 Assignee's control.

SECTION 5. 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 6. Successors and Assigns. This Assignment will be binding upon, and inure to the benefit of and be enforceable by, the Parties and their respective successors and assigns.

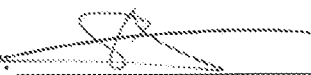
SECTION 7. Governing Law. This Assignment shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[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.

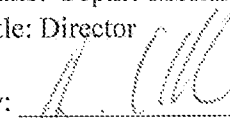
ASSIGNORS:

SMITH & NEPHEW
ORTHOPAEDICS AG

By:  _____

Name: Sophie Mortamet

Title: Director

By:  _____

Name: Arnaud Schattmeier

Title: Director

SMITH & NEPHEW ASIA PACIFIC
PTE. LIMITED

By: _____

Name: POON Chee Seng

Title: Director

ASSIGNEE:

SMITH & NEPHEW, INC.

By: _____

Name: Catheryn A. O'Rourke

Title: Secretary

[Signature Page to Trademark Assignment (SNOAG and SNAP to SNI)]

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.

ASSIGNORS:

SMITH & NEPHEW
ORTHOPAEDICS AG

By: _____

Name: Sophie Mortamet

Title: Director

By: _____

Name: Arnaud Schattmeier

Title: Director

SMITH & NEPHEW ASIA PACIFIC
PTE. LIMITED

By:  _____

Name: POON Chee Seng

Title: Director

ASSIGNEE:

SMITH & NEPHEW, INC.

By: _____

Name: Catheryn A. O'Rourke

Title: Secretary

[Signature Page to Trademark Assignment (SNOAG and SNAP to SNI)]

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ASSIGNORS:

SMITH & NEPHEW
ORTHOPAEDICS AG

By: _____

Name: Sophie Mortamet

Title: Director

By: _____

Name: Arnaud Schattmeier

Title: Director

SMITH & NEPHEW ASIA PACIFIC
PTE. LIMITED

By: _____

Name: POON Chee Seng

Title: Director

ASSIGNEE:

SMITH & NEPHEW, INC.

By: Cathryn A. O'Rourke

Name: Catheryn A. O'Rourke

Title: Secretary

[Signature Page to Trademark Assignment (SNOAG and SNAP to SNI)]

TRADEMARK
REEL: 007406 FRAME: 0023

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark	Country	Filing Type	Status	Filing	Filing Number	Registration	Registration Number
ANKALIGN	United States Of America	National filing	Pending	12 Dec 2018	88/224941		
BIOBLOCK	United States Of America	National filing	Registered	21 Mar 2006	78/841905	19 Aug 2008	3490474
CADENCE	Canada	National filing	Registered	15 Dec 2016	1814354	04 Oct 2018	TMA1006123
CADENCE	Mexico	National filing	Registered	30 Oct 2015	1675124	26 Jan 2016	1607768
CADENCE	United States Of America	National filing	Registered	28 May 2015	86/643739	22 Nov 2016	5087543
ENSURE	United States Of America	National filing	Pending	08 Nov 2018	88/186091		
SAFEGUARD	United States Of America	National filing	Registered	08 Dec 1998	75/601686	02 May 2000	2346773
SALTO TALARIS	United States Of America	National filing	Registered	11 Jul 2006	78/926758	20 Nov 2007	3339802
SUBTALAR MBA	United States Of America	National filing	Registered	17 Jun 1996	75/119620	01 Dec 1998	2207452

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark	Country	Status	Filing	Filing Number	Registration	Registration Number
CADENCE	Benelux	Registered	09 Nov 2015	1320820	09 Feb 2016	986176
CADENCE	European Union	Registered	21 Mar 2018	017878382	22 Aug 2018	017878382
CADENCE	France	Registered	09 Nov 2015	4224500	04 Mar 2016	4224500
CADENCE	Germany	Registered	01 Nov 2015	3020151076299	18 Jan 2016	302015107629
CADENCE	Italy	Registered	26 Nov 2015	2015000077108	22 Jun 2017	2015000077108
CADENCE	United Kingdom	Registered	05 Nov 2015	UK00003134804	29 Jan 2016	UK00003134804
CADENCE	United Kingdom	Registered	21 Mar 2018	017878382	22 Aug 2018	UK00917878382
SALTO	France	Registered	22 Apr 1999	99788943	22 Apr 1999	99788943
SALTO TALARIS	France	Registered	03 Apr 2006	3420736	03 Apr 2006	3420736
SALTO TALARIS	Germany	Registered	12 Sep 2006	899818	12 Sep 2006	899818
SALTO TALARIS	International procedure	Registered	12 Sep 2006	899818	12 Sep 2006	899818
SALTO TALARIS	Italy	Registered	12 Sep 2006	899818	12 Sep 2006	899818
SALTO TALARIS	Spain	Registered	12 Sep 2006	899818	12 Sep 2006	899818
SALTO TALARIS	Switzerland	Registered	12 Sep 2006	899818	12 Sep 2006	899818
SALTO TALARIS	United Kingdom	Registered	12 Sep 2006	899818	12 Sep 2006	899818