

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surgical Creations, LLC		08/31/2021	Limited Liability Company: DELAWARE
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	
Serial Number:	90565651	HAMMR	
Serial Number:	90565662	HAMMR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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:	09/01/2021		
Total Attachments: 3			
source=TM Assignment Surgical Creations#page1.tif			
source=TM Assignment Surgical Creations#page2.tif			
source=TM Assignment Surgical Creations#page3.tif			

CH \$65.00 90565651

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Trademark Assignment”) is entered into and executed effective as of the execution dates below, by and between Surgical Creations, LLC, a Delaware limited liability company (“Transferor”) and Zimmer, Inc., a Delaware corporation (“Transferee”) and, together with Transferor, the “Parties” and each a “Party”).

RECITALS

A. Pursuant to the terms of the Asset Purchase Agreement dated on or about May 28, 2021, by and between Transferee and Transferor (the “Agreement”), Transferee has purchased from Transferor all of its right, title and interest in and to the trademarks listed in Exhibit A attached hereto, whether registered or pending (collectively, the “Acquired Trademarks”); 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. Transferee is a successor to the portion of the business of the Transferor to which the Acquired Trademarks pertain, which business is ongoing and existing.

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.

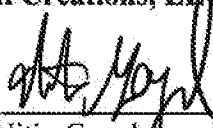
3. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Indiana, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

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

Surgical Creations, LLC

By:  Aug 31, 2021
Name: Nitin Goyal
Title: President

TRANSFEROR

Zimmer, Inc.

By:  8-31-21
Name: Joseph E. Topmiller
Title: Vice President, Chief Patent Counsel

EXHIBIT A

Trademarks

Mark	County	Appl. Serial No.
HAMMR	United States	90/565,651
HAMMR (Stylized)	United States	90/565,662