TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM856866

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ossis Corproation		10/01/2023	Corporation:

RECEIVING PARTY DATA

Name:	Zimmer GmbH
Street Address:	Sulzer-Allee 8
City:	Winterthur
State/Country:	SWITZERLAND
Postal Code:	8404
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4722854	OSSIS
Registration Number:	6571641	OSSIS

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.

Email: tmdocket@zimmerbiomet.com

Marta L. Paul **Correspondent Name:**

Address Line 1: 1800 West Center Street

Address Line 2: mail stop: 5211

Address Line 4: Warsaw, INDIANA 46580

DOMESTIC REPRESENTATIVE

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:	11/29/2023

TRADEMARK REEL: 008272 FRAME: 0053

Total Attachments: 4

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TRADEMARK REEL: 008272 FRAME: 0054

TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Trademark Assignment</u>") is entered into and executed effective as of October 1, 2023, by and between Ossis Corporation, a corporation of New Zealand with a business address of 7/2 Barry Hogan Place, Riccarton, Christchurch, New Zealand 8041 ("<u>Transferor</u>") and Zimmer GmbH, a corporation of Switzerland with a business address of Sulzer-Allee 8, Winterthur, Switzerland 8404 ("<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 Intellectual Property Sale Agreement dated October 1, 2023, 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:

- 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.

TRANSFEROR
Ossis Corporation By:
Name: RODNEY ALLEN NORTHRIDGE
Title: Finance Director - ANZ
TRANSFEREE
Zimmer GmbH
By:
Name:
m' d

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.

TRANSFEROR

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TRANSFEREE

Zimmer GarbII

By: Name: Actor Sohn i Title: And Tay Director

Page 2

TRADEMARK ASSIGNMENT

EXHIBIT A

Trademarks

Mark	County	Reg. No.						
ACEOS	New Zealand	1029076						
OPTIMA	New Zealand	986243						
OSSIS	New Zealand	956924						
OSSIS Stylized	New Zealand	1107480						
OSSIS	Australia	1522296						
ACEOS	Australia	1798421						
OSSIS Stylized	Australia	2006102						
OSSIS	India	3273820						
OSSIS	United Kingdom	UK00003085548						
OSSIS	United Kingdom	UK00801279641						
ACEOS	United Kingdom	UK00801310127						
OSSIS Stylized	United Kingdom	UK00918061602						
OSSIS	European Union	1279641						
ACEOS	European Union	1310127						
OSSIS Stylized	European Union	018061602						
OSSIS	United States	4722854						
ACEOS	United States	5308747						
OSSIS Stylized	United States	6571641						

RECORDED: 11/29/2023