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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI45106

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
Berchtold Corporation		02/21/2024	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Company Name:	Stryker Corporation	
Street Address:	1941 Stryker Way	
City:	Portage	
State/Country:	MICHIGAN	
Postal Code:	49002	
Entity Type:	Corporation: MICHIGAN	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	3295248	INSTADRIVE	

### **CORRESPONDENCE DATA**

**Fax Number:** 9086547866

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:** 9086545000

**Email:** trademark@lernerdavid.com,trademarkadmin@lernerdavid.com

Correspondent Name: Kevin M Kocun
Address Line 1: Lerner David LLP
Address Line 2: 20 Commerce Drive

Address Line 4: Cranford, NEW JERSEY 07016

ATTORNEY DOCKET NUMBER:	SYKCOR.107
NAME OF SUBMITTER:	PATRICIA KAHANA
SIGNATURE:	PATRICIA KAHANA
DATE SIGNED:	02/22/2024

# **Total Attachments: 2**

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TRADEMARK REEL: 008352 FRAME: 0256

900835955

### **DEED OF ASSIGNMENT**

THIS DEED OF ASSIGNMENT ("Assignment"), EFFECTIVE AS OF THE LAST DATE EXECUTED BELOW, IS MADE BY AND BETWEEN

**BERCHTOLD CORPORATION** (hereinafter "ASSIGNOR"), a corporation organized under the laws of Delaware with its principal place of business located at 1950 Hanahan Road Charleston, South Carolina, 29406 United States of America; and

STRYKER CORPORATION (hereinafter "ASSIGNEE"), a corporation organized under the laws of Michigan with its principal place of business located at 1941 Stryker Way, Portage, Michigan, 49002 United States of America.

## WHEREAS:

- A **ASSIGNOR** is the sole owner in respect of United States trademark registration number 3295248 for the mark INSTADRIVE (hereinafter "the MARK");
- B ASSIGNEE is desirous of acquiring all of the worldwide right, title and interest in and to the MARK; and
- C ASSIGNOR and ASSIGNEE may have previously undertaken certain steps to effectuate the transfer of the MARK and this Assignment is intended to confirm ASSIGNEE as the owner and correct any incomplete or incorrect chains of title, to the extent such is necessary.

NOW, THEREFORE, for good and valuable consideration of the sum of one dollar (US \$1.00), receipt of which is hereby acknowledged, to the extent not already sold, assigned or transferred, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE all of its worldwide right, title and interest in the (i) the MARK; (ii) all legal equivalents of the MARK throughout the world; (iii) all common law rights and the goodwill of the business connected with the use of and symbolized by the MARK, in the United States and throughout the world and (iv) the right to sue and collect past damages in connection with the MARK, in the United States and throughout the world (i-iv collectively referred to as the "Trademark Rights"), and Assignee, as successor to Assignor's entire business or that portion of the business to which the Marks pertain, agreed to accept the Trademark Rights.

ASSIGNOR hereby declares that ASSIGNEE may take the steps to record this assignment in the sole name of ASSIGNEE. ASSIGNOR hereby undertakes that it shall, without further consideration, but at the expense of ASSIGNEE, execute all documents and do all such acts and things as ASSIGNEE may in its absolute discretion consider necessary or desirable to enable a Trademark Registration or any other form of protection to be issued in respect of any of said MARK in any part of the world and to enable or to assist ASSIGNEE to defend oppositions thereto, to maintain the MARK and to prosecute for the infringement thereof.

IN WITNESS WHEREOF, **ASSIGNOR** has caused these presents to be signed by its duly appointed trustee having full authority to convey its property and **ASSIGNEE** has caused these presents to be signed by its duly appointed trustee. The parties by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

1 of 2

TRADEMARK REEL: 008352 FRAME: 0257

Title: IP Agent
FBSNURY 21, 2024
Date and Place of Execution
STATE OF NJ )
: SS.
COUNTY OF Union )
The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On
My Commission Expires.  KCT LEFEN A. POLYCO. DS Noist, Public, Solve of New Jersey Commission Figures B/3/2026  My Commission Expires B/3/2026  My Commission Expires B/3/2026  My Commission Expires B/3/2026  My Commission Expires B/3/2026
STRYKER CORPORATION
(ASSIGNEE)
Name: Greg Plaskon
Title: IP Agent
Feld way 71, 2024
Date and Place of Execution
STATE OF NJ )
: ss.
COUNTY OF Union)
The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On
NOTARY PUBLIC Residing at New Yer Sey  My Commission Expires:
NOTIFIER A. REVERS INS Noticy Public, Sister of No. 7 Jersey Comm. 8, 2172987 My Commission Deploy US2026

BERCHTOLD CORPORATION

(ASSIGNOR)

Name: Greg Plaskon

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**RECORDED: 02/22/2024**