

Form PTO-1594

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

TRADEMARKS ONLY

U.S. Patent & Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): Schaerer Mayfield USA, Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached?  <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>SM USA, Inc.</u> Internal Address: _____ Street Address: <u>4900 Charlemar Drive</u> City: <u>Cincinnati</u>    State: <u>Ohio</u>    Zip: <u>45227</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes    <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>May 6, 2004</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)  76/276,811</p> <p>B. Trademark Registration No.(s)  Registration No. 1,373,622</p> <p>Additional number(s) attached    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Thomas J. Burger, Esq.</u> Internal Address: <u>Wood, Herron &amp; Evans, L.L.P.</u> <u>2700 Carew Tower</u> Street Address: <u>441 Vine Street</u></p> <p>City: <u>Cincinnati</u>    State: <u>Ohio</u>    Zip: <u>45202</u></p>	<p>6. Total number of applications and trademarks involved: ..... <u>2</u></p> <p>7. Total fee (37 CFR 3.41): ..... <u>\$65.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account number: <u>23-3000</u></p>

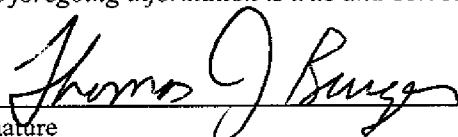
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DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas J. Burger, Esq.  
Name of Person Signing

  
Signature

May 6, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 3

**TRADEMARK ASSIGNMENT**

This Assignment is made effective this 06 day of May, 2004, between **Schaerer Mayfield USA, Inc.**, an Ohio corporation, having its principal place of business at 4900 Charlemar Drive, Cincinnati, Ohio 45227 ("Assignor") and **SM USA, Inc.**, a Delaware corporation, having its principal place of business at 4900 Charlemar Drive, Cincinnati, Ohio 45227 ("Assignee").

WHEREAS, Assignor owns the trademark MAYFIELD as used in connection with medical devices and products, including, among others, neurosurgical instruments and surgical instrument tables, and rights related thereto including all common law rights and rights based upon United States and foreign pending applications and registrations as identified on attached Exhibit 1 (the "MAYFIELD TRADEMARK"); and

WHEREAS, Assignee desires to acquire the MAYFIELD TRADEMARK, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of its rights in and to the MAYFIELD TRADEMARK, together with the goodwill associated therewith, including any and all rights of recovery based on past infringement, the same to be held and enjoyed by the Assignee, its successors and/or assigns, until the end of the term for each country in which the MAYFIELD TRADEMARK is registered, and for any subsequent extensions or renewals of the terms thereof.

FOR THE SAME CONSIDERATION, Assignor covenants and agrees to sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and/or do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement and defense of the MAYFIELD TRADEMARK.

Signed at Cincinnati, in the County of Hamilton, State of Ohio, this 06 day of May, 2004.

SCHAERER MAYFIELD USA, INC.

By: William O'Gara  
Name: William O'Gara  
Title: President WILFRED (X) 5/6/04

Assented To and Agreed By:  
SM USA, INC.

By: Max Müller  
Name: Max Müller  
Title: President

Sworn to and subscribed in my presence  
this 6<sup>th</sup> day of May, 2004.

C. Richard Eby  
Notary Public

C. RICHARD EBY, Attorney, at L.  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has an expiration  
date, See To

**EXHIBIT 1**

<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration / App. No.</u>	<u>Goods</u>
MAYFIELD	U.S.	12/03/1985	1,373,622	Neurosurgical instruments and surgical instrument tables
MAYFIELD	Japan	03/12/1997	3269616	Neurosurgical instruments and apparatus, and instrument tables
MAYFIELD	Germany	05/09/1995	2095968	Surgical, neurosurgical, medical, dental and veterinary apparatus and instruments as well as tables, artificial limbs, eyes and teeth; suture material
MAYFIELD	Great Britain	09/15/1995	1569391	Neurosurgical instruments and apparatus and instrument tables
MAYFIELD	Canada	05/19/1995	443098	Neurosurgical instruments and apparatus, and instrument tables
MAYFIELD	South Korea	06/19/1998	405504	Neurosurgical instruments and apparatus, namely cranial stabilization products, and including instrument tables
MAYFIELD	Australia	05/05/1997	733768	Surgical and neurosurgical instruments and apparatus, including cranial stabilization products, and instrument tables
MAYFIELD	France	05/16/1997	97/678257	Neurosurgical instruments and apparatus, namely cranial stabilization products, and including instrument tables
MAYFIELD	Taiwan	06/01/1998	840511	Neurosurgical instruments and apparatus, namely cranial stabilization products, and including instrument tables
MAYFIELD TRIAD	U.S.	06/26/2001 (filed)	76/276,811	Medical instruments, namely, a neurosurgical skull clamp with force indicator device
MAYFIELD TRIAD	Community Trademark	12/18/2002	002381820	Medical instruments, namely, a neurosurgical skull clamp with force indicator device

*Mayfield tm list*