

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integra NeuroSciences Limited		12/22/2014	COMPANY: UNITED KINGDOM
Spembly Medical Limited		12/22/2014	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Integra LifeSciences (Ireland) Ltd		
Street Address:	First Floor, Fitzwilton House		
Internal Address:	Wilton Place		
City:	Dublin		
State/Country:	IRELAND		
Postal Code:	2		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1629037	SELECTOR	
CORRESPONDENCE DATA			
Fax Number:	6092751082		
<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:	609-275-0500		
Email:	natalia.barreto-powell@integralife.com		
Correspondent Name:	Integra LifeSciences Corporation		
Address Line 1:	311 Enterprise Drive		
Address Line 2:	Attn: Law Dept/ IP Group		
Address Line 4:	Plainsboro, NEW JERSEY 08536		
NAME OF SUBMITTER:	Natalia Barreto-Powell		
SIGNATURE:	/Natalia Barreto-Powell/		
DATE SIGNED:	01/06/2015		
Total Attachments: 7			
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ANNEX A

THIS DEED OF ASSIGNMENT is made the 20th day of December 2014

BETWEEN:

- (1) **INTEGRA NEUROSCIENCES LIMITED** a company incorporated in England and Wales (registered number 02086419) whose registered office is at Newbury Road, Andover, Hampshire, SP10 4DR (the "INL");
- (2) **SPEMBLY MEDICAL LIMITED** a company incorporated in England and Wales (registered number 02087534) whose registered office is at Newbury Road, Andover, Hampshire, SP10 4DR ("Spembly"); and

(Spembly and INL together being the "Assignors")

- (3) **INTEGRA LIFESCIENCES (IRELAND) LTD** a company incorporated in Ireland whose registered office is at First Floor, Fitzwilton House, Wilton Place, Dublin 2, Ireland (the "Assignee");

Each a "Party" and together the "Parties"

WHEREAS:

- (A) Together the Assignors are the proprietors of the Assigned Rights (as defined below).
- (B) Pursuant to the Sale Agreement entered into by INL and Assignee on 19 December 2014, the Parties have agreed that the Assignors shall assign to the Assignee the Assigned Rights. The purpose of this Deed of Assignment is to effect the assignment of the Assigned Rights, and to stand for the purposes of recordal at the relevant trade mark registries, when required.

NOW IN CONSIDERATION of the Assignee paying to INL the Fees and of the mutual rights and obligations of the parties it is agreed as follows:

1. DEFINITIONS

- 1.1 In this Deed (including in the Recitals), the following words and expressions shall have the following meanings:

"Assigned Rights" means all Intellectual Property Rights in or relating to the Devices, Inventions, Trade Marks and Know-How, including the goodwill of the business of the Assignor connected to or associated with the foregoing;

"Intellectual Property Rights" means all intellectual property rights, including (without limitation) patents, supplementary protection certificates, petty patents, utility models, know-how, trade secrets, business names, domain names, trade marks, database rights, rights in designs, copyrights, moral rights and

topography rights, whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions;

"Devices"

means all versions of all medical devices and associated technology and equipment designed, manufactured, licensed and/or sold by or on behalf of Spembly or INL under the SELECTOR, SELECTOR INTEGRA and CUSA NXT names, including without limitation:

- a console that provides aspiration and irrigation control as part of an 'ultrasonic surgical aspirator' system. Irrigation is provided via an integral peristaltic pump that is able to deliver a range of flow rates from 1-50ml/min;
- an 'MRI safe' version of the above for use in intraoperative MRI suites;
- a service module that provides a source of aspiration and waste collection for the console detailed above (should the console not be connected to an operating room's suction/waste source);
- a number of handpieces, replacement parts and accessories that can be attached to the console detailed above or to the 'CUSA NXT' console, a more recently developed console that is used to perform ultrasonic tissue ablation;

"Fees"

means the sum by way of consideration as defined in the Sale Agreement;

"Inventions"

means all inventions embodied in the Devices;

"Know-How"

means all information (including, but not limited to, know-how, data, information experience and expertise) relating to the Devices and Inventions;

"Trade Marks"

means the trade marks set out in Schedule 1;

2. ASSIGNMENT

2.1 The Assignors hereby each assign to the Assignee absolutely with full title guarantee all their right, title and interest in and to the Assigned Rights, to the extent that they respectively own the same, including:

2.1.1 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used;

2.1.2 the right to apply for and obtain patent, trade mark, domain name or other similar protection or registration throughout the world in respect of the Assigned Rights, and the absolute entitlement to any registrations granted pursuant to such applications;

2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief, and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Deed;

2.1.4 the full and exclusive benefit of such rights, privileges and advantages associated with the Inventions throughout the world including, but not limited to, the right to file divisional applications, continued prosecution applications, continuation applications, continuations in part applications and the rights to any patents granted from such applications.

2.2 The foregoing assignment shall where possible under applicable law:

2.2.1 include the full and exclusive benefit of the same throughout the world for the whole term of the respective rights, together with all accrued rights of action and the right to recover and retain damages in relation thereto, to hold the foregoing unto the Assignee its successors in title and assigns absolutely;

2.2.2 operate by way of present assignment of all present and future right, title and interest throughout the world; and

2.2.3 include the right to apply for patent, trade mark or other protection or registration anywhere in the world in respect of the Intellectual Property Rights.

2.3 Insofar as is permitted by law, the Assignors hereby irrevocably and unconditionally waive in favour of the Assignee, its licensees, assigns and successors in title all moral rights in the Work to which the Assignors are now or may at any time in the future be entitled.

3. FURTHER ASSURANCE

3.1 The Assignors each undertake at the request and at the expense of the Assignee to do all such acts and/or execute or procure the execution of all such documents as may reasonably be required to vest the Assigned Rights in the Assignee or otherwise perfect the legal and beneficial title of the Assignee in and to all of the Assigned Rights free from all encumbrances and adverse interests of any kind and prior to such doing, executing or procuring the Assignors shall hold the legal estate in the Works in trust for the Assignee.

- 3.2 The Assignors irrevocably appoint the Assignee as their attorney in their respective names and on their behalf to execute any instrument or do anything as may be required by the Assignee to vest in and secure to the Assignee the full benefit of this Deed and the rights and benefits to be transferred or granted to the Assignee under this Deed, including the ability to register or record in its own name the Assigned Rights.
- 3.3 The Assignors each agree to promptly give the Assignee, at the Assignee's expense, such assistance as the Assignee may reasonably require to enable or assist the Assignee to bring or defend any allegation, claim or proceedings relating to the Assigned Rights including for infringement, opposition or cancellation.
- 3.4 The Assignors agree, upon request by the Assignee, to transfer and deliver up to the Assignee all files and records, original and copy text, materials and documents in any and all media and copy media (in whatever form) carrying or containing any of the Assigned Rights or any part thereof without retaining any originals or copies of such documents and media.

4. WARRANTIES

- 4.1 Each Assignor hereby jointly and severally represents, warrants and undertakes to the Assignee that:
- 4.1.1 the Assignors are together the sole legal and beneficial owners of, and own all the rights and interests in, the Assigned Rights;
- 4.1.2 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 4.1.3 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 4.1.4 so far as it is aware:
- 4.1.4.1 all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 4.1.4.2 exploitation of the Assigned Rights will not infringe the rights of any third party;
- 4.1.4.3 the Assigned Rights comprise original works which have not been copied wholly or substantially from any other source.

5. ENTIRE AGREEMENT

- 5.1 This Deed and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Deed.

5.2 Each of the parties acknowledges and agrees that in entering into this Deed and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Deed or not) other than as expressly set out in this Deed.

5.3 Nothing in this Clause shall operate to limit or exclude any liability for fraud.

6. **THIRD PARTY RIGHTS**

6.1 Except insofar as this Deed expressly provides that a third party may in his own right enforce a term of this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act

7. **GENERAL**

7.1 To the extent permitted by law all provisions of this Deed shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

7.2 This Deed may be executed in any number of counterparts and by the parties on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7.3 This Deed shall be governed by English law and the parties hereto irrevocably and unconditionally agree that the High Court of Justice in England shall have exclusive jurisdiction over all disputes or claims arising out of or in connection with this Deed.

THIS DEED has been executed and delivered by or on behalf of the parties on the date at the top of page 1.

EXECUTED as a DEED by) Director's
INTEGRA NEUROSCIENCES LIMITED) Signature *[Handwritten Signature]*
acting by:)
) Print Name *Richard Gorelick*

Signature of Witness *Beverly Martensen*
Name of Witness *BEVERLY MARTENSEN*
Address *Integra Life Sciences Corporation*
311 Enterprise Drive
PLAINFIELD, NJ 08536
Occupation *Administrative Assistant*

EXECUTED as a DEED by) Director's Richard Gorelick
SPEMBLY MEDICAL LIMITED acting) Signature.....
by:)
) Print Name Richard Gorelick

Signature of Witness Beverly Mortensen
Name of Witness BEVERLY MORTENSEN
Address Integra Life Sciences Corporation
311 Enterprise Drive
Plainboro, NJ 08534
Occupation Administrative Assistant

EXECUTED as a DEED by) Director's Nolan Hoody
INTEGRA LIFESCIENCES (IRELAND)) Signature.....
LTD acting by:)
) Print Name Nolan Hoody

Signature of Witness Aine Mc Carthy
Name of Witness AINE MC CARTHY
Address INTEGRA CAPE BLUSE, NESTING OFFICE PARK
BLAYUNKOSZAIN, DUBLIN 15
Occupation EUROPEAN SAT. MANAGER

SCHEDULE 1

Mark Name	Country	Class No.	Application Number	Application Date	Registration Number	Trademark Owner of Official Record as of the date of this Agreement
SELECTOR	Great Britain	10	1367059	14/12/1988	1367059	Integra NeuroSciences Limited
SELECTOR	Japan	10	483177/1994	18/05/1994	4040537	Integra NeuroSciences Limited
SELECTOR	United States	10	74/020584	19/01/1990	1629037	Spemby Medical Limited
SELECTOR INTEGRA	Community Trademark	10	1026665	17/12/1998	1026665	Spemby Medical Limited
SELECTOR INTEGRA	Japan	10	108568/1998	21/12/1998	4353004	Spemby Medical Limited