

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zimmer Biomet Holdings, Inc.		01/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Encore Medical, L.P.		
Street Address:	9800 Metric Blvd		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78758		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3178848	DISCOVERY	
Registration Number:	2478300	OPTIVAC	
Registration Number:	4673028	OPTITWIST	
Registration Number:	4000422	OPTIPAC	
CORRESPONDENCE DATA			
Fax Number:	6197951311		
<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:	sandiego@eip.com		
Correspondent Name:	EIP US LLP		
Address Line 1:	2468 HISTORIC DECATUR ROAD		
Address Line 2:	SUITE 200		
Address Line 4:	SAN DIEGO, CALIFORNIA 92106		
ATTORNEY DOCKET NUMBER:	T1977, T1978, T1979,T1980		
NAME OF SUBMITTER:	Cynthia M. Arko		
SIGNATURE:	/Cynthia Arko/		
DATE SIGNED:	05/18/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of 15 JANUARY, 2016 (this "Assignment"), is entered into by and between Zimmer Biomet Holdings, Inc., a Delaware corporation ("Assignor"), and Encore Medical, L.P., a Delaware limited partnership ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 16, 2015 (the "Asset Purchase Agreement"), concerning the sale and purchase of certain assets, including the Assigned Trademarks (as defined below);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks; and

WHEREAS, Assignor has agreed to execute this Assignment for recordation by Assignee with the United States Patent and Trademark Office ("USPTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. Assignment. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademarks and service marks set forth on Exhibit A (the "Assigned Trademarks") together with the goodwill of the business symbolized by the Assigned Trademarks, and any and all claims, demands, and causes of action for infringement, of the Assigned Trademarks, past, present, and future, and all of the proceeds from the foregoing.
2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Assignment upon request by Assignee.
3. Asset Purchase Agreement. Nothing herein shall be deemed to supersede or otherwise modify the provisions of the Asset Purchase Agreement. In the event of any conflict between the provisions of this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern with respect to such conflict.
4. Rights of Third Parties. Nothing expressed or implied in this Assignment is intended or shall be construed to confer upon or give any person, other than the parties hereto and their permitted successors and assigns, any legal or equitable right, benefits or remedy of any nature whatsoever under or by reason of this Assignment.


5. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware (without regard to the conflict of law principles thereof).
6. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronic copies hereof or signature hereon shall, for all purposes, be deemed originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by each party as of the date first above written.

ASSIGNOR

ZIMMER BIOMET HOLDINGS, INC.

By: 
Name: Dick Clapp
Title: Vice President of Intellectual
Property and Chief Patent Counsel

ASSIGNEE

ENCORE MEDICAL, L.P.

By: Encore Medical GP, LLC

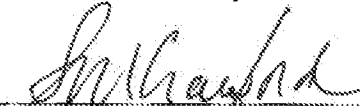
By: 
Name: Susan M. Crawford
Title: Executive Vice President & Chief
Financial Officer

EXHIBIT A

Assigned Trademarks

1. Registered Trademarks

Trademark	Reg. No.	Reg. Date	Country
DISCOVERY	3,178,848	December 5, 2006	US
OPTIVAC	2,478,300	August 14, 2001	US
OPTITWIST	4,673,028	January 13, 2015	US
OPTIPAC	4,000,422	July 26, 2011	US

2. Unregistered Trademarks

SoftPac™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

Cobalt™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

Opti-Vac™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

Fusion™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

Optigun™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products.

VacPac™ -- the common law rights associated with the mark in the U.S. only, as such mark is used with respect to the Cobalt Products