

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stryker European Operations Limited		11/11/2020	Corporation: IRELAND
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: 1			
Property Type	Number	Word Mark	
Registration Number:	5121737	STAR	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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:	8587208900		
Email:	dmtmdocketing@sheppardmullin.com		
Correspondent Name:	Lisa M. Martens		
Address Line 1:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130-2006		
ATTORNEY DOCKET NUMBER:	02HE-326521		
NAME OF SUBMITTER:	Lisa M. Martens		
SIGNATURE:	/Lisa M. Martens/		
DATE SIGNED:	12/08/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

November 11, 2020

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the date first written above by and between Stryker European Operations Limited, a company incorporated and organized under the laws of Ireland ("Assignor") and Encore Medical, L.P., dba DJO Surgical a Delaware limited partnership ("Assignee").

WHEREAS, Stryker Corporation, a Michigan corporation and Colfax Corporation, a Delaware corporation are parties to that certain Asset Purchase Agreement dated as of October 15, 2020 (as amended, the "Asset Purchase Agreement"), pursuant to which the parties have agreed that all Assigned Trademarks (as defined below) will be owned by Assignee and assigned to Assignee hereunder; and

WHEREAS, this Assignment is being executed to effect and record the assignment and sale from Assignor to Assignee of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants set forth in the Asset Purchase Agreement and set forth herein and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Certain Definitions.

All capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such term in the Asset Purchase Agreement.

2. Assignment of Assigned Trademarks.

Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases from Assignor, all of its right, title and interest in, to and under the Trademarks set forth on Schedule 1 hereto (the "Assigned Trademarks") and the goodwill associated therewith, together with the right to sue for past, present and future infringement, misappropriation, or other violation thereof and all royalties, fees, income, payments, claims for damages, injunctive and other legal and equitable relief exclusively related thereto.

3. Miscellaneous.

(a) This Assignment is executed and delivered in connection with the consummation of the Transactions. Each of the parties hereto acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Asset Purchase Agreement shall be deemed to be expanded, modified or limited in any way by this Assignment. In the event of a conflict between this Assignment and the Asset Purchase Agreement, the parties hereto acknowledge and agree that the terms of the Asset Purchase Agreement shall be deemed to control.

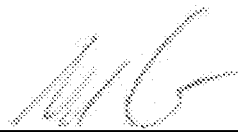
(b) Sections 13.1 through 13.9, 13.11, 13.12, 13.14 and 13.17 of the Asset Purchase Agreement are incorporated herein by reference in this Assignment, the terms of which shall apply to the terms and provisions of this Assignment and the parties hereto mutatis mutandis, as though set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment to be executed as of date first written above.

Assignor

Stryker European Operations Limited

By:  _____


Name: Hugh Courtney

Title: Director

Assignee

Encore Medical, L.P.

By: Encore Medical GP, LLC

By:  _____

Name: DANIEL A. PRYOR

Title: VICE PRESIDENT

