

06-04-2004

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌⇌⇌ ▼

102759048

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

102759048

OFFICE OF PUBLIC RECORDS  
2004 MAY 24 AM 10:52  
FINANCE SECTION

1. Name of conveying party(ies):

SM USA, Inc.

- Individual(s)
- General Partnership
- Corporation-State DE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: May 10, 2004

2. Name and address of receiving party(ies)

Name: Integra Ohio, Inc.

Internal Address: Attn: Vice President and General Counsel

Street Address: 311 Enterprise Drive

City: Plainsboro State: NJ Zip: 08356

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/276,811

B. Trademark Registration No.(s)

Registration No. 1,373,622

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ellen K. Fulton, Esq.

Internal Address: GoodSmith Gregg & Unruh LLP  
26th Floor

Street Address: 105 West Adams Street

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

**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.

Ellen K. Fulton, Esq.

Name of Person Signing

Ellen Fulton  
Signature

May 20, 2004

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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25.00 DP

TRADEMARK  
REEL: 002981 FRAME: 0943

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of May 7, 2004 (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), by SM USA INC., a Delaware corporation ("Grantor"), in favor of INTEGRA OHIO, INC., a Delaware corporation ("Grantee").

### WITNESSETH:

WHEREAS, as an inducement to Grantee to enter into (a) that certain Asset Purchase Agreement dated as of May 7, 2004, by and among Grantee, Integra LifeSciences Corporation, a Delaware corporation, Schaerer Mayfield USA, Inc., an Ohio corporation, Schaerer Mayfield Holding AG, a Swiss corporation, Schaerer Mayfield Schweiz AG, a Swiss corporation, and Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"), and (b) that certain License Agreement dated as of May 7, 2004, by and between Grantor and Schaerer Mayfield USA, Inc., which has been assigned by Schaerer Mayfield USA, Inc. to Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "License Agreement"), Grantor has agreed to grant a security interest to Grantee in certain of its intangible assets to secure its obligations to Grantee; and

WHEREAS, Grantee is unwilling to enter into the Asset Purchase Agreement or the License Agreement unless Grantor executes and delivers this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. As used herein:

"Bankruptcy Proceeding" means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors or (b) any general assignment for the benefit of creditors of a Person, composition, marshaling of assets for creditors of a Person, or other similar arrangement in respect of its creditors generally or any substantial portion of its creditors; in each of cases (a) and (b) undertaken under United States Federal, state or foreign law, including the Bankruptcy Code, 11 U.S.C. §§101 *et seq.*, as amended.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Person” means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

“Secured Obligations” means, collectively, (a) all of Grantor’s obligations to Grantee under the Asset Purchase Agreement, the License Agreement or this Trademark Security Agreement, and (b) Grantor’s claim for damages in the event the License Agreement is rejected or otherwise invalidated in any Bankruptcy Proceeding, in each of the foregoing cases, whether now existing or hereafter arising and whether actual and contingent.

“Trademark” means each of the marks MAYFIELD and MAYFIELD TRIAD and all rights, title and interest thereto, as used in connection with medical devices and products, including, among others, neurosurgical instruments and surgical instrument tables, and rights related thereto, whether now or hereafter existing, including all common law rights and rights based upon United States and foreign registrations, including without limitation, those identified on attached Exhibit 1 or added thereafter and all goodwill of the business connected with the use thereof and symbolized thereby.

“Trademark License” means any license (other than the License Agreement) by Grantor of the Trademarks to Schaerer Mayfield USA, Inc., an Ohio corporation, Schaerer Mayfield Holding AG, a Swiss corporation, or any of their respective affiliates.

2. GRANT OF SECURITY INTEREST. To secure the due and punctual payment and performance of the Secured Obligations, Grantor hereby grants to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”): (a) the Trademarks; (b) Grantor’s rights as licensor under the Trademark License and the License Agreement; (c) all renewals of the foregoing; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of a Trademark or (ii) injury to the goodwill associated with such Trademark.

### 3. DEFAULT: REMEDIES.

(a) Default. Upon the earlier to occur of (i) Grantor’s failure to pay or perform any of the Secured Obligations when and as due, which failure (if capable of being cured) continues unremedied for a period of thirty (30) days after written notice from Grantee (which 30-day period shall be shortened by the number of days in any applicable period of grace in the other documents evidencing the Secured Obligations), or (ii) rejection or other invalidation of the License Agreement in any Bankruptcy Proceeding, Grantee shall have, in addition to all other rights provided in the Asset Purchase Agreement, the License Agreement or under applicable law, all rights and remedies of a secured party upon default under the Uniform Commercial Code of the State of Ohio; *provided, however*, that exercise of such rights and remedies shall be subject to the rights of the licensee under each Trademark License (each, a “*Trademark Licensee*”) to the extent provided in Section 3(b) below. For the avoidance of doubt, in no event will the notice and cure period provided in the first sentence of this Section 3(a) alter any rights or remedies that Grantee may have, or delay the time for performance by

Grantor or any of its affiliates, under the Asset Purchase Agreement, the License Agreement or applicable law.

(b) Rights of Trademark Licensees. Grantee hereby agrees that so long as any Trademark Licensee is not in default (beyond applicable notice and cure periods) under a Trademark License: (i) such Trademark Licensee shall not be named or joined as a party in any suit, action or proceeding for the enforcement of the security interest created hereby unless such Trademark Licensee is a necessary party under applicable law and then only to the extent necessary to permit Grantee to obtain title to the Trademarks; and (ii) use by such Trademark Licensee of the Trademarks in accordance with the applicable Trademark License shall not be disturbed, affected or impaired by, nor will the Trademark License or the term thereof be terminated or otherwise materially adversely affected by (A) any suit, action or proceeding for the enforcement of the security interest granted hereby, or by any judicial sale or execution or other sale of the Trademarks, or (B) any default hereunder.

#### 4. MISCELLANEOUS.

(a) Notices. All notices and other communications which are required or may be given under this Trademark Security Agreement shall be in writing and shall be deemed to have been duly given: (i) when received if personally delivered; (ii) the day after being sent, if sent for next-day delivery within the United States by recognized overnight delivery service (e.g., Express Mail or Federal Express); and (c) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the following address or to such other place and with such other copies as any party may designate as to itself by notice to the others:

If to Grantor, addressed to:

SM USA, Inc.  
4900 Charlemar Drive  
Cincinnati, OH 45227  
Attention: Chief Executive Officer

With a copy to:

Taft, Stettinius & Hollister LLP  
425 Walnut Street, Suite 1800  
Cincinnati, OH 45202  
Attention: Gerald S. Greenberg

and

Dinsmore & Shohl LLP  
255 E. 5th St., Suite 1900  
Cincinnati, Ohio 45202  
Attention: Paul Ose

If to Grantee, addressed to:

Integra Ohio, Inc.  
311 Enterprise Drive  
Plainsboro, NJ 08536  
Attention: Vice President and General Counsel

With a copy to:

GoodSmith Gregg & Unruh LLP  
105 West Adams Street, 26<sup>th</sup> Floor  
Chicago, IL 60603  
Attention: Kenneth D. Crews

(b) Incorporation by Reference. The provisions of the Asset Purchase Agreement which are applicable to "Additional Agreements" (as therein defined) are hereby incorporated into this Trademark Security Agreement with the same force and effect as if set forth in full herein.

(c) Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature page shall be deemed an original to the fullest extent permitted by applicable law.

(d) Transfer Taxes. Grantee shall be responsible for any documentary or transfer Taxes (as defined in the Asset Purchase Agreement) and any fee or expense applicable to this Trademark Security Agreement or perfection of the security interest conveyed herein.

(e) Invalidity. In the event that any of the provisions contained in this Trademark Security Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then, to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Trademark Security Agreement.

(f) Authorization; Further Assurances. Grantor hereby authorizes Grantee to record this Trademark Security Agreement with the United States Patent and Trademark Offices and to file any Uniform Commercial Code financing statements that may be necessary or advisable to perfect all or any portion of the security interest granted hereunder, and any continuation statement or amendment with respect thereto without, to the maximum extent permitted by applicable law, the signature of Grantor. Grantor hereby agrees to execute and deliver any and all further documents and instruments as may be reasonably requested by Grantee in order to perfect or maintain the perfection of the security interest conveyed herein.

(g) Amendment. This Trademark Security Agreement shall not be amended or modified except by a written agreement signed by both Grantor and Grantee.

[signature page follows]

*IN WITNESS WHEREOF*, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SM USA INC.

By: \_\_\_\_\_  
Name: *M. Muller*  
Title: *President*

**ACCEPTED AND ACKNOWLEDGED BY:**

INTEGRA OHIO, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***IN WITNESS WHEREOF***, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SM USA INC.

By: \_\_\_\_\_  
Name:  
Title:

***ACCEPTED AND ACKNOWLEDGED BY:***

INTEGRA OHIO, INC.

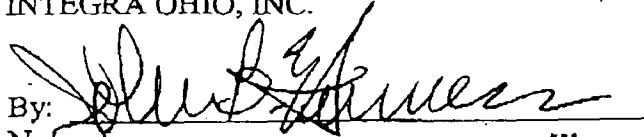
By:   
Name: John B. Henneman III  
Title: Vice President

EXHIBIT 1  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	REGISTRATION NUMBER (SERIAL NUMBER)	DATE
MAYFIELD	U.S. Reg. #1,373,622	Reg. Date 12/03/85
MAYFIELD TRIAD	U.S. Ser. #76/276,811	Filing Date 06/26/01