

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERTIFLEX, INC.		03/04/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HOWMEDICA OSTEONICS CORP.		
Street Address:	325 CORPORATE DRIVE		
City:	MAHWAY		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85714996	UNIVISE	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	908-654-5000		
Email:	trademarkadmin@ldlkm.com		
Correspondent Name:	THOMAS M. PALISI		
Address Line 1:	600 SOUTH AVENUE WEST		
Address Line 4:	WESTFIELD, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	SPINE 10.-0-452		
NAME OF SUBMITTER:	THOMAS M. PALISI		
Signature:	/THOMAS M. PALISI/		
Date:	04/24/2013		

CH \$40.00 85714996

**Total Attachments: 6**

source=20130424142315023#page1.tif

source=20130424142315023#page2.tif

source=20130424142315023#page3.tif

source=20130424142315023#page4.tif

source=20130424142315023#page5.tif

source=20130424142315023#page6.tif

## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of March 4, 2013 (the "Effective Date"), by and between Vertiflex, Inc., a Delaware corporation having a principal place of business at 1351 Calle Avanzado, San Clemente, CA 92673 ("Seller"), and Howmedica Osteonics Corp., a New Jersey corporation, through its Stryker Spine division, having a principal place of business at 325 Corporate Drive, Mahwah, NJ 07430 ("Buyer").

WHEREAS, Seller holds the entire right, title and interest in, to and under all trademarks, trademark applications and trademark registrations listed in Appendix A hereto (collectively, the "Marks"), and Seller and Buyer have entered into a separate agreement, pursuant to which Seller has agreed to sell, convey, deliver, transfer and assign to Buyer, and Buyer has agreed to purchase, take delivery of and acquire from Seller, all of Seller's (and, as applicable, its Affiliates') right, title and interest in, to and under all of the Marks (the "Separate Agreement"); and

WHEREAS, Seller wishes to assign to Buyer all of the rights it has in the Marks, together with all related common law rights and the goodwill of the business connected with the use of and symbolized by the Marks.

NOW, THEREFORE, be it known by all whom it may concern, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Seller hereby (and, as applicable, shall cause its Affiliates to hereby) sells, conveys, delivers, transfers and assigns to Buyer and its successors and assigns, and Buyer hereby purchases, takes delivery of and acquires from Seller (and its Affiliates, as applicable) all of Seller's (and, as applicable, its Affiliates') right, title and interest, whether statutory or at common law, in, to and under the Marks, together with the goodwill of the business identified through the use of and symbolized by the Marks, in the United States of America and throughout the world, including the entire right, title and interest in, to and under all claims for damages by reason of past infringement of the Marks, together with the right to sue for, collect and retain the proceeds relating to any such infringement, and in, to and under all legal equivalents of the Marks in foreign countries to the extent any such rights exist in foreign countries.
2. Seller hereby agrees, without further consideration and without expense to Buyer, to sign all lawful papers and to perform all other lawful acts which Buyer may reasonably request to make this assignment of the Marks fully effective.
3. Nothing contained in this Trademark Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Separate Agreement, nor shall this Trademark Assignment reduce, expand or enlarge any remedies under the Separate Agreement. This Trademark Assignment is intended only to effect the sale, conveyance, delivery, transfer and assignment of the Marks by Seller (and, as applicable, its Affiliates) pursuant to the Separate Agreement and shall be governed entirely in accordance with the terms and

conditions of the Separate Agreement. In the event of any conflict or inconsistency between the terms of the Separate Agreement and the terms hereof, the terms of the Separate Agreement shall govern and control. All capitalized terms used but not defined herein shall have the meanings given such terms in the Separate Agreement. This Trademark Assignment shall be binding upon and inure solely to the benefit of Seller, Buyer and their respective successors and assigns in accordance with the terms of the Separate Agreement.

4. This Trademark Assignment shall be governed by the Laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive law of another jurisdiction. This Trademark Assignment may not be waived or amended except by an instrument in writing signed on behalf of each of Seller and Buyer.
5. This Trademark Assignment may be executed in two counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but both such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

*[Remainder of Page Intentionally Left Blank]*



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of ORANGE

On MARCH 4, 2013 before me, JANICE F. MCANDREW, NOTARY PUBLIC

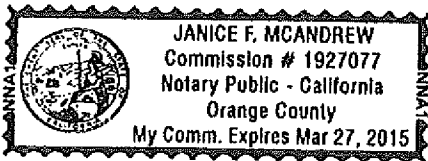
Date

Here Insert Name and Title of the Officer

personally appeared EARL R. FENDER

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Janice F. McAndrew

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK ASSIGNMENT

Document Date: MARCH 4, 2013 Number of Pages: 6

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: EARL R. FENDER

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Individual

Partner —  Limited  General

Partner —  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

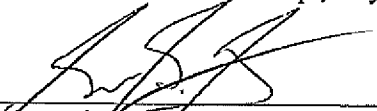
RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Howmedica Osteonics Corp., Buyer

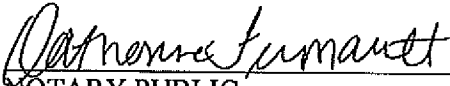
  
Name: Spencer S. Stiles  
Title: President

March 4, 2013  
Date

STATE OF NJ )  
 )  
 ) : ss.  
 )  
COUNTY OF Bergen )

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On March 4, 2013, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

CATHERINE M. FERMAINTT  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 1, 2013

  
NOTARY PUBLIC  
Residing at 78 Sussex Ct  
Suffern NY 10986

My Commission Expires: April 2013

[Signature Page to Trademark Assignment]

**APPENDIX A**

**Trademarks**

UNIVISE

**Trademark Applications and Registrations**

<b>Country</b>	<b>Mark</b>	<b>Status</b>	<b>Serial No Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Owner</b>
United States of America	UNIVISE	PENDING	85714996 Aug 28, 2012	N/A	Vertiflex, Inc.

**Non-Exhaustive List of Other Trademarks**

UNIVISE SPINOUS PROCESS FIXATION SYSTEM