

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
Codman & Shurtleff, Inc.		12/30/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	DePuy Synthes, Inc.
Street Address:	700 Orthopaedic Drive
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46581
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2559482	AGILITY
Registration Number:	2027708	EASY TWIST
Registration Number:	1902161	ENVOY
Registration Number:	2089952	ESSENCE
Registration Number:	2229425	PROWLER
Registration Number:	3356788	PROWLER SELECT
Registration Number:	3839785	RAPIDTRANSIT
Registration Number:	1902160	TRANSIT
Registration Number:	2881970	TRUELUMEN
Registration Number:	2498185	TRUFILL
Registration Number:	2049783	TRUFILL
Registration Number:	3398898	TRUFILL DCS ORBIT
Registration Number:	2137338	TRUPUSH

OP \$340.00 2559482

CORRESPONDENCE DATA

Fax Number: 2022891330

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2022891313

Email: joe.lewis@btlaw.com

Correspondent Name: Joseph D. Lewis

Address Line 1: 1717 Pennsylvania Avenue, NW

Address Line 2: Suite 500

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	2726-400
NAME OF SUBMITTER:	Joseph D. Lewis
Signature:	/JDL/
Date:	08/30/2013

Total Attachments: 11

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- source=Trademark Assignment - Codman Shurtleff - re-executed - with Schedule A#page2.tif
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TRADEMARK ASSIGNMENT

BY AND BETWEEN

CODMAN & SHURTLEFF, INC. (ASSIGNOR)

AND

DEPUY SYNTHES, INC. (ASSIGNEE)

EFFECTIVE DATE: DECEMBER 30, 2012

**TRADEMARK
REEL: 005101 FRAME: 0087**

TRADEMARK ASSIGNMENT

This **AGREEMENT**, made and entered into and effective as of the 30th day of December, 2012 (the "Effective Date"), by and between **Codman & Shurtleff, Inc.** a New Jersey corporation with a principal place of business at 325 Paramount Drive, Raynham, MA 02767 ("Assignor"), and **DePuy Synthes, Inc.**, a Delaware corporation with a principal place of business at 700 Orthopaedic Drive, Warsaw, IN 46581 ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in, to and under the trademarks, service marks, trade names, logos, slogans, designs, trade dress and other proprietary designations, including but not limited to the trademark applications and registrations therefor set forth on Schedule A hereto, and all other applications and registrations therefor, along with all related common law marks and all appurtenant goodwill (collectively, the "**Assigned Marks**");

WHEREAS, Assignee, is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties intending to be legally bound, hereby agree as follows:

ARTICLE 1. ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1 Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in all countries and jurisdictions of the world, in, to and under the Assigned Marks and any other common law trademarks, together with the goodwill of the business symbolized by the Assigned Marks and any other common law trademarks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the rights in the Assigned Marks throughout the world, and to collect for damages for past infringement of the rights in the Assigned Marks, in the sole name of Assignee, its successors, legal representatives and assigns; the aforesaid transferred right, title and interest to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 Assignor hereby represents and warrants to Assignee that Assignor owns the full right, title and interest in, to and under the Assigned Marks to allow it to assign, transfer, convey, and set over the entire right, title and interest assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

2.2 Assignor represents that there are currently no actions, suits or proceedings pending or to the knowledge of Assignor, threatened against or affecting the Assigned Marks, and that all the Assigned Marks are in force, and all maintenance fees therefor are current.

2.3 Assignor represents that there are no undisclosed contracts, licenses, commitments or other legal obligations affecting the Assigned Marks which are of such nature as to prevent or limit the rights assigned pursuant to this Agreement.

2.4 Assignor and Assignee warrant and represent that they have the requisite legal and corporate power and right to enter into this Agreement and to carry out all of their respective obligations under the terms of this Agreement.

ARTICLE 3. MISCELLANEOUS

3.1 Should any provision of this Agreement be or become void because of being at variance with a law or decree of any pertinent governmental body, the remainder of this Agreement shall remain binding on both Parties. The Parties will use their best efforts to agree upon any changes in this Agreement which may be necessary in order to adjust its remaining provisions with regard to the omission of any invalid term in order to make this Agreement workable.

3.2 No modification or amendment to this Agreement shall be of any force or effect unless in a writing and signed by authorized representatives of both Parties hereto.

3.3 The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

3.4 Assignor agrees to cooperate with Assignee in the recording of this Agreement with appropriate government or other offices, and to otherwise implement this Agreement, if Assignee so requests. This includes executing any documents or supplementary agreements as appropriate in the relevant jurisdictions, including executing a short form Trademark Assignment, in substantially the same form as attached hereto as Exhibit A.

3.5 Assignor further agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents and take such actions as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Marks.

3.6 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

ARTICLE 4. APPLICABLE LAW AND NOTICES

4.1 This Agreement shall be construed and interpreted, and its performance shall be governed by the substantive laws of New Jersey.

4.2 Any notice or other communication which is required to be given by either Party to the other hereunder shall be in writing and shall be deemed to have been duly given when sent by registered or certified mail, postage prepaid, or by overnight delivery by a responsible third-

party carrier with tracking ability. Any notices required under this Agreement shall be addressed as follows, or to such other address as may be designated by either Party in writing:

FOR: Codman & Shurtleff, Inc.
325 Paramount Drive
Raynham, MA 02767
Attn: Legal Department

FOR: DePuy Synthes, Inc.
700 Orthopaedic Drive
Warsaw, IN 46581
Attn: John F. Sharkey, Assistant Secretary

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written.

CODMAN & SHURTLEFF, INC.

DEPUY SYNTHES, INC.

By:  _____

By:  _____

Name: John F. Sharkey

Name: John F. Sharkey

Title: Assistant Secretary

Title: Assistant Secretary

[SIGNATURE PAGE OF TRADEMARK ASSIGNMENT]

SCHEDULE A – TRADEMARKS

Codman & Shurtleff, Inc. to DePuy Synthes, Inc.

Trademark	Country	Application Number	Registration Number
AGILITY	AUSTRALIA	804674	804674
AGILITY	CANADA	1026138	587568
AGILITY	CHILE	908999	892741
AGILITY	CHINA	1547419	1547419
AGILITY	COLOMBIA	22590	231283
AGILITY	DENMARK	05007	VR 2000 02265
AGILITY	FINLAND	00018	220233
AGILITY	HONG KONG	15019	11393
AGILITY	ICELAND	10	227/2000
AGILITY	ISRAEL	133561	133561
AGILITY	IRELAND	1999/03431	215004
AGILITY	MEXICO	684088	859104
AGILITY	NEW ZEALAND	600039	600039
AGILITY	NORWAY	00085	213510
AGILITY	PERU	99349-2000	P00062701
AGILITY	PHILIPPINES	4-1999-009597	4-1999-009597
AGILITY	SWEDEN	1999/09620	347487
AGILITY	TAIWAN	088049121	905450
AGILITY	THAILAND	484229	TM171977
AGILITY	UNITED KINGDOM	2206033	2206033
AGILITY	UNITED STATES OF AMERICA	75/743810	2559482
AGILITY	URUGUAY	320892	411902
AGILITY	VIETNAM	4-2001-01103	43954
CODMAN	ISRAEL	26694	26694
COMMODORE	CANADA	1038058	573869

Trademark	Country	Application Number	Registration Number
COMMODORE	COLOMBIA	86859	250409
EASY TWIST	BENELUX	838740	553304
EASY TWIST	UNITED STATES OF AMERICA	74-641814	2,027,708
ENVOY	BENELUX	808478	537099
ENVOY	COLOMBIA	67585	235775
ENVOY	UNITED KINGDOM	1576128	1576128
ENVOY	UNITED STATES OF AMERICA	74-440214	1,902,161
ESSENCE	BENELUX	865742	582188
ESSENCE	COLOMBIA	01 111185	263074
ESSENCE	PARAGUAY	12534/2012	365783
ESSENCE	UNITED KINGDOM	2107647	2107647
ESSENCE	UNITED STATES OF AMERICA	75-042684	2,089,952
ESSENCE	URUGUAY	425607	425607
HYPERTRANSIT	PERU	228324-2005	P00103942
PROWLER	CANADA	0831770	521435
PROWLER	CHINA	1189057	1189057
PROWLER	NEW ZEALAND	271369	271369
PROWLER	NORWAY	1466	187016
PROWLER	TAIWAN	086001167	787146
PROWLER	UNITED STATES OF AMERICA	75-199863	2,229,425
PROWLER SELECT	AUSTRALIA	1027734	1027734
PROWLER SELECT	CANADA	1234505	700556
PROWLER SELECT	CHILE	666673	724539
PROWLER SELECT	CHINA	4380006	4380006
PROWLER SELECT	DENMARK	04904	00710
PROWLER SELECT	FINLAND	03126	233996
PROWLER SELECT	HONG KONG	300321119	300321119

Trademark	Country	Application Number	Registration Number
PROWLER SELECT	IRELAND	2004/02237	230981
PROWLER SELECT	ISRAEL	178690	178690
PROWLER SELECT	MEXICO	701013	905702
PROWLER SELECT	NEW ZEALAND	720809	720809
PROWLER SELECT	NORWAY	12123	231188
PROWLER SELECT	SWEDEN	2004/08134	371403
PROWLER SELECT	TAIWAN	093054281	1156052
PROWLER SELECT	TURKEY	2004 38154	2004 38154
PROWLER SELECT	UNITED KINGDOM	2376801	2376801
PROWLER SELECT	UNITED STATES OF AMERICA	76-617928	3,356,788
PROWLER SELECT	URUGUAY	360893	360893
PROWLER SELECT	VIETNAM	4-2005-00397	72840
RAPIDTRANSIT	BENELUX	852049	567748
RAPIDTRANSIT	UNITED STATES OF AMERICA	77-651251	3,839,785
TRANSIT	BENELUX	806112	535349
TRANSIT	COLOMBIA	02 84697	270775
TRANSIT	MEXICO	532333	738773
TRANSIT	PARAGUAY	46196/2011	360913
TRANSIT	UNITED KINGDOM	1571351	1571351
TRANSIT	UNITED STATES OF AMERICA	74-440212	1,902,160
TRANSIT	URUGUAY	331480	423945
TRUELUMEN	AUSTRALIA	814206	814206
TRUELUMEN	CANADA	1036764	582946
TRUELUMEN	CHILE	916321	899232
TRUELUMEN	CHINA	1558161	1558161
TRUELUMEN	COLOMBIA	00 86864	239983
TRUELUMEN	HONG KONG	18183	8729
TRUELUMEN	IRELAND	1999/04149	215948

Trademark	Country	Application Number	Registration Number
TRUELUMEN	ISRAEL	136122	136122
TRUELUMEN	MEXICO	474818	699924
TRUELUMEN	NEW ZEALAND	603165	603165
TRUELUMEN	NORWAY	03553	214970
TRUELUMEN	SWEDEN	2000/02404	346507
TRUELUMEN	TURKEY	2000 16681	2000 16681
TRUELUMEN	UNITED KINGDOM	2214421	2214421
TRUELUMEN	UNITED STATES OF AMERICA	75-850716	2,881,970
TRUELUMEN	URUGUAY	322274	413724
TRUELUMEN	VIETNAM	4-2001-01101	43875
TRUFILL	BENELUX	844585	560160
TRUFILL	CANADA	0885755	549532
TRUFILL	CHILE	496160	632414
TRUFILL	COLOMBIA	00 89769	238655
TRUFILL	MEXICO	493047	716735
TRUFILL	PARAGUAY	869/2011	346739
TRUFILL	UNITED KINGDOM	2015392	2015392
TRUFILL	UNITED STATES OF AMERICA	76-129358	2,498,185
TRUFILL	URUGUAY	324794	431712
TRUFILL and Design	UNITED STATES OF AMERICA	74-686918	2,049,783
TRUFILL DCS ORBIT	AUSTRALIA	1054930	1054930
TRUFILL DCS ORBIT	CANADA	1255646	833698
TRUFILL DCS ORBIT	CHILE	687862	737186
TRUFILL DCS ORBIT	CHINA	4702873	4702873
TRUFILL DCS ORBIT	COLOMBIA	06 56222	332632
TRUFILL DCS ORBIT	DENMARK	02373	02535
TRUFILL DCS ORBIT	HONG KONG	300430613	300430613
TRUFILL DCS ORBIT	IRELAND	01069	232010

Trademark	Country	Application Number	Registration Number
TRUFILL DCS ORBIT	ISRAEL	181450	181450
TRUFILL DCS ORBIT	MEXICO	723287	
TRUFILL DCS ORBIT	NEW ZEALAND	728876	728876
TRUFILL DCS ORBIT	NORWAY	05194	231590
TRUFILL DCS ORBIT	PHILIPPINES	4-2005-005210	4-2005-005210
TRUFILL DCS ORBIT	SWEDEN	2005/04281	376241
TRUFILL DCS ORBIT	TAIWAN	094025410	1186178
TRUFILL DCS ORBIT	TURKEY	2005 21232	2005 21232
TRUFILL DCS ORBIT	UNITED KINGDOM	2390359	2390359
TRUFILL DCS ORBIT	UNITED STATES OF AMERICA	76-637115	3,398,898
TRUFILL DCS ORBIT	URUGUAY	364631	364631
TRUFILL DCS ORBIT	VIETNAM	4-2005-07371	92716
TRUPUSH	AUSTRALIA	735550	735550
TRUPUSH	CANADA	0845130	565871
TRUPUSH	CHINA	1189132	1189132
TRUPUSH	HONG KONG	7038	11794
TRUPUSH	SWEDEN	1997/05473	330608
TRUPUSH	UNITED KINGDOM	2132451	2132451
TRUPUSH	UNITED STATES OF AMERICA	75-252489	2,137,338

EXHIBIT A

TRADEMARK ASSIGNMENT

WHEREAS, **Codman & Shurtleff, Inc.**, a New Jersey corporation with a principal place of business at 325 Paramount Drive, Raynham, MA 02767, USA (“Assignor”), is the owner of the marks, pending applications and trademark registrations listed in the attached Schedule A (“the Marks”), and all the goodwill and reputation attached thereto and all rights in any cause of action related thereto throughout the world; and

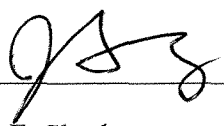
WHEREAS, **DePuy Synthes, Inc.**, a Delaware corporation with a principal place of business at 700 Orthopaedic Drive, Warsaw, IN 46581, USA (“Assignee”), is desirous of acquiring the full right, title and interest in, to and under the Marks and the goodwill and reputation accrued in connection and associated therewith, and all rights in any cause of action related thereto throughout the world, from the Assignor;

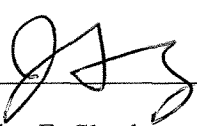
NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment, transfer and set over unto the Assignee of the entire right, title and interest in and to the Marks, together with all goodwill and reputation attached or related thereto, and any cause of action related to the Marks throughout the world.

Dated: December 30, 2012.

CODMAN & SHURTLEFF, INC.

DEPUY SYNTHES, INC.

By: 
Name: John F. Sharkey

By: 
Name: John F. Sharkey

Title: Assistant Secretary

Title: Assistant Secretary