

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synergetics USA, Inc.		04/01/2016	Corporation: DELAWARE
Synergetics Inc.		04/01/2016	Corporation: MISSOURI
Synergetics IP, Inc.		04/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stryker Corporation		
Street Address:	2825 Airview Boulevard		
City:	Kalamazoo		
State/Country:	MICHIGAN		
Postal Code:	49002		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4613591	BARRACUDA	
Registration Number:	2304160	BIDENT	
Registration Number:	1644328	MALIS	
Registration Number:	2656469		
CORRESPONDENCE DATA			
Fax Number:			
<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:	248-645-1483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Jacob P. Woolbright		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067		
ATTORNEY DOCKET NUMBER:	060210.00999		
NAME OF SUBMITTER:	Jacob P. Woolbright		
SIGNATURE:	/Jacob P. Woolbright/		
DATE SIGNED:	04/27/2016		

CH \$115.00 4613591

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of April 1, 2016, is made by and between Synergetics USA, Inc., a Delaware corporation, Synergetics, Inc., a Missouri corporation, and Synergetics IP, Inc., a Delaware corporation, (each an "Assignor" and collectively, "Assignors") and Stryker Corporation, a Michigan corporation ("Assignee"). Assignors and Assignee are collectively referred to herein as the "Parties" and individually as a "Party." Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the Asset Purchase Agreement.

WHEREAS, the Parties and certain of their Affiliates will enter into that certain Asset Purchase Agreement, to be dated as of February 9, 2016 (the "Asset Purchase Agreement"); and

WHEREAS, in contemplation of the Asset Purchase Agreement, Assignors have agreed to assign, transfer, convey and deliver to Assignee all of Assignors' right, title, and interest under and to the Trademark applications and registrations set forth on Schedule A hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the representations, warranties, covenants and agreements contained herein, the Parties hereby agree as follows:

1. Conveyance. Assignors do hereby assign, transfer, convey and deliver to Assignee all of Assignors' right, title and interest under and to the Assigned Trademarks, together with the goodwill symbolized by any of the foregoing and (c) all rights and remedies to sue or recover and retain damages, costs and attorneys' fees for past, present, and future infringement, misappropriation, or other violation thereof.

2. Recordation. The Parties agree to reasonably cooperate with each other with respect to preparing instruments to record Assignee as the owner of the Assigned Trademarks in the United States Patent and Trademark Office and any other applicable foreign Governmental Entity or registrar, in each case in form and substance in accordance with the applicable Laws of the jurisdiction to which such instrument pertains, and Assignee shall have the right to record such instrument with the applicable Governmental Entity or registrar, in each case at Assignee's sole cost and expense. Notwithstanding anything to the contrary in any such instrument, to the extent of any conflict or inconsistency between this Assignment and such instrument, this Assignment shall control. For clarity and without limiting the foregoing, any such instrument may or may not refer to this Assignment, the Asset Purchase Agreement or any other Ancillary

Agreement or include disclaimers, limitations or exceptions with respect to the Assigned Trademarks or the assignments thereof and may be dated as of, before or after the date hereof.

3. Disclaimer of Warranties. Except as expressly set forth herein or in the Asset Purchase Agreement, the Parties acknowledge and agree that the Assigned Trademarks are provided as-is, that the Assignee assume all risks and Liability arising from or relating to its use of and reliance upon the Assigned Trademarks and each Party makes no representation or warranty with respect thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE ASSET PURCHASE AGREEMENT, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE ASSIGNED TRADEMARKS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS OF ASSIGNED TRADEMARKS FOR A PARTICULAR PURPOSE.

4. No Conflict. Nothing contained in this Assignment is intended to, shall or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies or obligations of Assignors and Assignee under the Asset Purchase Agreement or any other Ancillary Agreement.

5. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or by e-mail of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Assignment.

7. Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Assignment and shall not be deemed to limit or affect any of the provisions hereof.

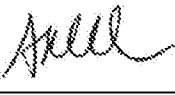
8. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

9. Dispute Resolution. The provisions of Section 10.10 of the Asset Purchase Agreement shall govern any dispute under or in connection with this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed as of the date first written above.

SYNERGETICS, INC.

By: 

Name: Ari Kellen
Title: President



SYNERGETICS USA, INC.

By: 

Name: Ari Kellen
Title: President

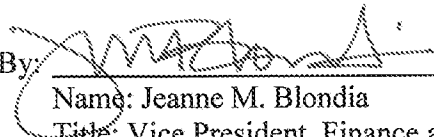
SYNERGETICS IP, INC.

By: 

Name: Ari Kellen
Title: President

[Signature Page to Trademark Assignment]

STRYKER CORPORATION

By: 

Name: Jeanne M. Blondia

Title: Vice President, Finance and Treasurer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005778 FRAME: 0750

SCHEDULE A TO TRADEMARK ASSIGNMENT

Registered Trademarks

TRADEMARK	COUNTRY	CLASS(ES) (INT'L.)	APP. / SER. NO.	APP. FILE DATE	REG. NO.	REG. DATE
BARRACUDA	U.S.	10	86208912	03/03/14	4613591	09/30/14
BIDENT	U.S.	10	75587610	11/09/98	2304160	12/28/99
MALIS	U.S.	10	74044212	03/30/90	1644328	05/14/91
WAVEFORM LOGO	U.S.	10	76370464	02/14/02	2656469	12/03/02

Common Law TradeMarks

Lumenator and TruMicro