# OP \$40.00 86656796

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM384314

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INNEUROCO, INC.		03/07/2016	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	
Name:	Stryker European Holdings I, LLC	
Street Address:	2825 Airview Boulevard	
City:	Kalamazoo	
State/Country:	MICHIGAN	
Postal Code:	49002	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark		
Serial Number:	86656796	LS		

### CORRESPONDENCE DATA

Fax Number: 2693815465

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.

Phone: (269) 381-1156

docket@flynnthiel.com Email:

FLYNN, THIEL, BOUTELL & TANIS, P.C. **Correspondent Name:** 

Address Line 1: 2026 Rambling Road

Address Line 4: Kalamazoo, MICHIGAN 49008-1631

NAME OF SUBMITTER:	Eugene J. Rath III
SIGNATURE:	/Eugene J. Rath III/
DATE SIGNED:	05/13/2016

# Total Attachments: 4 source=00317559#page1.tif source=00317559#page2.tif source=00317559#page3.tif source=00317559#page4.tif

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of March 8, 2016 (the "Effective Date"), by and between INNEUROCO, INC., a Delaware corporation, having an address of 11611 Interchange Circle South, Miramar, Florida 33025 (hereinafter referred to as "ASSIGNOR"), and STRYKER CORPORATION, a Michigan corporation, having an address of 2825 Airview Boulevard, Kalamazoo, MI 49002, United States of America (hereinafter referred to as "Stryker"), and STRYKER EUROPEAN HOLDINGS I, LLC, a limited liability company incorporated under the laws of the State of Delaware, having its principal place of business at 2825 Airview Boulevard, Kalamazoo, MI 49002, United States of America, acting in its capacity as sole general partner of Stryker European Technologies C.V., a limited partnership established under the law of the Netherlands ("commanditaire vennootschap"), having its principal place of business at 2825 Airview Boulevard, Kalamazoo, MI 49002, United States of America, (hereinafter referred to as "ASSIGNEES"). ASSIGNOR AND ASSIGNEES are collectively referred to herein as the "Parties."

WHEREAS, i) ASSIGNOR holds the entire right, title and interest in and to the trademark listed on the attached Trademark Schedule (the "Mark"), ii) ASSIGNOR filed the Mark with the United States Patent and Trademark Office based on its bona fide intent to use the Mark in commerce; iii) ASSIGNOR and Stryker have entered into a Product Line Purchase Agreement (as the same may be amended, modified or supplemented from time to time, the "PLPA") pursuant to which ASSIGNOR agreed to transfer all of ASSIGNOR's right, title and interest in the Mark as directed by Stryker, Stryker has directed that the Mark be assigned to ASSIGNEES, and ASSIGNEES desire to secure the entire right, title and interest in the Mark, as a joint, undivided right, title and interest in the Mark, together with all related common law rights and the goodwill of the business connected with the use of and symbolized by the Mark; and iv) ASSIGNEES are the successors to a portion of ASSIGNOR's business (the "Product Line") to which the Mark pertains, and that Product Line is ongoing and existing.

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, the Parties hereby agree as follows:

- 1. ASSIGNOR hereby assigns, transfers and sets over to ASSIGNEES, its successors and assigns, and ASSIGNEES hereby accept, ASSIGNOR's entire right, title and interest, to have and to hold the same as a joint, undivided right, title and interest in the Mark, whether statutory or at common law, in and to the Mark, together with the goodwill of the business identified through the use of and symbolized by the Mark, in the United States of America and throughout the world, including the entire right, title and interest in and to all claims for damages by reason of past infringement of the Mark, together with the right to sue for, collect, and retain the proceeds relating to any such infringement, and in and to all legal equivalents of the Mark in foreign countries to the extent any such rights exist in foreign countries.
- ASSIGNOR hereby agrees, without further consideration and without expense to ASSIGNEES, to sign all lawful papers and to perform all other lawful acts which ASSIGNEES may reasonably request to make this assignment of the Mark fully effective.
- 3. Except as provided for in Section 2 hereof, nothing in this Trademark Assignment shall alter any liability or obligation of the Parties arising under the PLPA, which shall govern the representations, warranties and obligations of the Parties with respect to the Mark. In the event of any conflict or ambiguity between the terms hereof and the terms of the PLPA, the terms of the PLPA shall govern and be controlling.
- This Trademark Assignment shall be governed by, and construed in accordance with the laws of the State
  of Michigan.
- 5. This Trademark Assignment may be executed and delivered (including electronically) in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but when taken together shall constitute one and the same agreement.

\* \* \*

\* \* \*

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly signed on its behalf. Assignor: INNEUROCO, INC. Name: Marc Litzenberg Title: President Chief Executive Officer STATE OF Florida : ss. COUNTY OF YOURG 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. NADIA NAZ KHAN Notary Public, State of Florida Commission # EE 872114 Residing at My comm. expires Feb. 06, 2017

	STRYKER CORPORATION
7	N/A/A
(	Name: Learne M. Blondin
	-TIME: VP Finance & Treasoner
	*
	Date March 7, 2014
STATE OF MILH(GAN)	
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Kent County	and,
Expires 12/19/2017 Acting in the County of Little MAR Alba	STRYKER EUROPEAN HOLDINGS LILLC
	DAMARA A
	Name Dearne M. Biordia
	Title:
얼맞이 하네요	Date Maron 7,2014
	pare him at true
STATE OF MILITIGAN)	
his/her identity to me on the basis of sanstactory before me and acknowledged that he/she has read	ompanying instrument is personally known to me or has proved evidence. On May M. 2016, he/she appeared the accompanying instrument and knows the contents thereof, and deed for the purposes set forth therein. If he/she is acting on that he/she executed the accompanying instrument in his/her in the instrument, the ontity executed the same.
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Sara O Southard Notary Public of Michigan	3
Kent County Expires 12/19/2017 Acting in the County of <u>V&amp;MMA 2015</u>	J

Assignees:

# Trademark Schedule

		Filing	Serial	
	Mark	Date	No.	Owner/Applicant
***************************************		June 19,	86656796	InNeuroCo, Inc.
	TC	2015		
	T9			

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