

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406079

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Restore Surgical, LLC		10/14/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Howmedica Osteonics Corp		
<b>Street Address:</b>	325 Corporate Drive		
<b>City:</b>	Mahway		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07430		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1986326	EDINTRAK	
<b>Registration Number:</b>	2032056	ENDOTRAC	
<b>Registration Number:</b>	2709665	ENDOTRIG	
<b>Registration Number:</b>	3437386	INSTRATEK	
<b>Registration Number:</b>	3427925	INSTRATEK INCORPORATED	
<b>Registration Number:</b>	4607466	JONES-FX	
<b>Registration Number:</b>	4752283	STAPIX	
<b>Registration Number:</b>	3539794	SUB-TALAR LOK	
<b>Registration Number:</b>	4942520	TOETAC	
<b>Serial Number:</b>	86776768	HAMMERFIT	
<b>Serial Number:</b>	86365186	RESTORE SURGICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9086547866		
<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>			
<b>Phone:</b>	908-654-5000		
<b>Email:</b>	TRADEMARKADMIN@LERNERDAVID.COM		
<b>Correspondent Name:</b>	BRIAN R. TOMKINS		
<b>Address Line 1:</b>	600 SOUTH AVENUE WEST		

OP \$290.00 1986326

<b>Address Line 4:</b>	WESTFIELD, NEW JERSEY 07090
<b>ATTORNEY DOCKET NUMBER:</b>	ICEBERG
<b>NAME OF SUBMITTER:</b>	THERESA R. WATTS
<b>SIGNATURE:</b>	/Theresa R. Watts/
<b>DATE SIGNED:</b>	11/18/2016
<b>Total Attachments: 3</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of October 14, 2016 (the "Effective Date"), by and between Restore Surgical, LLC, a Texas limited liability company having a principal place of business at 15200 Middlebrook Drive, Suite G, Houston, Texas 77058 ("Restore"), and Howmedica Osteonics Corp., a New Jersey corporation having a principal place of business at 325 Corporate Drive, Mahwah, New Jersey 07430 ("Assignee").

WHEREAS, Restore holds the entire right, title, and interest in and to the trademarks and trademark applications listed on the attached Trademark Schedule as well as other trademarks used in connection with the business of Restore and protectable under common law (collectively, the "Marks"), and Restore and an affiliate of Assignee have entered into a separate agreement pursuant to which Restore agreed to transfer all of Restore's right, title and interest in the Marks as directed by the affiliate of Assignee (the "Separate Agreement"), the affiliate of Assignee that is the party to the Separate Agreement having directed that the Marks be assigned to Assignee, and Assignee desires to secure the entire right, title and interest 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. Restore hereby assigns, transfers and sets over to Assignee, its successors and assigns, and Assignee hereby accepts, all of Restore's entire right, title and interest, whether statutory or at common law, in and to 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 and to 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 and to all legal equivalents of the Marks in foreign countries to the extent any such rights exist in foreign countries.
2. Restore hereby agrees, without further consideration and without expense to Assignee, to sign all lawful papers and to perform all other lawful acts which Assignee may reasonably request to make this assignment of the Marks fully effective.
3. Except as provided for in Section 2 hereof, nothing in this Trademark Assignment shall alter any liability or obligation of Restore or Assignee arising under the Separate Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Marks. In the event of any conflict or ambiguity between the terms hereof and the terms of the Separate Agreement, the terms of the Separate Agreement shall govern and be controlling.
4. This Trademark Assignment shall be governed by, and construed in accordance with the laws of the State of New York.
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, Restore and Assignee have caused this Trademark Assignment to be duly signed on its behalf.

RESTORE SURGICAL, LLC

Jeff Seavey

Name: Jeff Seavey

Title: President and Chief Executive Officer

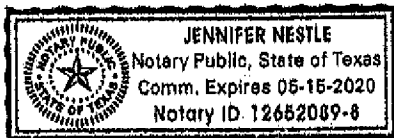
Date November 14, 2016

STATE OF Texas )  
COUNTY OF Harris ) SS:

On this 14th day of November, 2016, before me personally appeared Jeff Seavey, known to me to be the individual who executed the foregoing instrument, who acknowledged to me that the same was executed by him/her of his/her own free will for the purposes therein set forth.

Jennifer Nestle  
NOTARY PUBLIC

My Commission Expires: May 15, 2020



HOWMEDICA OSTEONICS CORP. ("ASSIGNEE")

Mark Mania

Name: Mark Mania

Title: CFO, VP Finance

Date November 15, 2016

STATE OF New Jersey )  
COUNTY OF Bergen ) SS:

On this 15 day of November, 2016, before me personally appeared Mark Mania, known to me to be the individual who executed the foregoing instrument, who acknowledged to me that the same was executed by him/her of his/her own free will for the purposes therein set forth.

Patricia A. Riepe  
NOTARY PUBLIC

My Commission Expires: 5/17/2021

**PATRICIA A. RIEPE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 5/17/2021**

**TRADEMARK SCHEDULE**

<u>Country</u>	<u>Trademark</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>	<u>Owner</u>
US	STAPIX	85/747257	10/5/2012	4752283	6/9/2015	Registered	Restore Surgical LLC
US	INSTRATEK	77/205313	6/13/2007	3437386	5/27/2008	Registered	Restore Surgical LLC
US	INSTRATEK INCORPORATED and Design	77/205322	6/13/2007	3427925	5/13/2008	Registered	Restore Surgical LLC
EM	INSTRATEK	006366611	10/15/2007	6366611	7/25/2008	Registered	Restore Surgical LLC
EM	INSTRATEK INCORPORATED and Design	006366728	10/15/2007	6366728	8/13/2008	Registered	Restore Surgical LLC
US	SUB-TALAR LOK	77/411326	3/3/2008	3539794	12/2/2008	Registered	Restore Surgical LLC
US	JONES-FX	86/089790	10/11/2013	4607466	9/16/2014	Registered	Restore Surgical LLC
US	RESTORE SURGICAL	86/365186	8/13/2014			Allowed	Restore Surgical LLC (Assignment not recorded TSDR)
US	TOETAC	86/511748	1/22/2015	4942520	4/19/2016	Registered	Restore Surgical LLC (Assignment not recorded TSDR)
US	HammerFit	86/776768	10/2/2015			Filed	Restore Surgical LLC (Assignment not recorded TSDR)
US	ENDOTRAC	75/052959	2/5/1996	2032056	1/21/1997	Registered	Restore Surgical LLC
US	EDINTRAK	74/618042	1/5/1995	1986326	7/9/1996	Registered	Restore Surgical LLC
US	ENDOTRIG	75/809609	9/28/1999	2709665	4/22/2003	Registered	Restore Surgical LLC