

06-17-2003



PATENT

102475020  
**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

**TO: Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).**

**Submission Type**

- ☒ **New** 6-13-03
- ☐ **Resubmission (Non-Recordation)**

Document ID#: 

- ☐ **Correction of PTO Error**

Reel #:  Frame #:

- ☐ **Corrective Document**

Reel #:  Frame #:

**Conveyance Type**

- ☐ **Assignment** ☒ **Security Agreement**

- ☐ **License** ☐ **Change of Name**

- ☐ **Merger** ☐ **Other**

**U.S. Government**

(For use ONLY by U.S. Government Agencies)

- ☐ **Departmental File** ☐ **Secret File**

**Conveying Party(ies)**

- ☐ **Mark if additional names of conveying parties attached**

	Execution Date Month Day Year
Name <input type="text" value="Bank of America, N.A."/>	<input type="text" value="01/24/02"/>
Name <input type="text"/>	<input type="text"/>
Name <input type="text"/>	<input type="text"/>
Name <input type="text"/>	<input type="text"/>
Name <input type="text"/>	<input type="text"/>

**Receiving Party**

- ☒ **Mark if additional names of receiving parties attached**

Name (line 1)  ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

**Domestic Representative Name and Address****Enter for the first Receiving Party only.**

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

06/16/2003 ECDUPER 00000119 09956582

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120.00 DP

 OFFICE OF PUBLIC RECORDS  
 20 JUN 13 AM 7:23  
 FINANCE SECTION

**PATENT**  
**REEL: 014162 FRAME: 0268**

Mail documents to be recorded with required cover sheet(s) information to:  
 Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

## Correspondent Name and Address

Area Code and Telephone Number 617-248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz &amp; Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments.

18

## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)

## Patent Number(s)

09/956,582

5,814,604

6,297,213

## Patent Cooperation Treaty (PCT)

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

## Number of Properties

Enter the total number of properties involved.

# 3

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 120.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number

# 20-0531

Authorization to charge additional fees:

Yes ☒ No ☐

## Statement and Signature

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Diana M. Steel, Reg. No. 43,153

Name of Person Signing



Signature

6/11/03

Date

**Continued Receiving Parties:**

Stryker Far East, Inc.  
Stryker International, Inc.  
Howmedica Osteonics Corporation  
Physiotherapy Associates, Inc.  
Stryker Puerto Rico Inc.  
Stryker Sales Corporation  
Stryker Technologies Corporation  
Stryker Foreign Holdco, Inc.  
SMD Corporation  
Howmedica Leibinger, Inc.

**CONFIRMATORY RELEASE OF SECURITY  
INTEREST IN CERTAIN INTELLECTUAL PROPERTIES**

Bank of America, N.A. (formerly Bank of America National Trust and Savings Association) hereby confirms that as of December 21, 2001 it has released its Security Interest in the patents, patent applications, trademarks, trademark applications, and copyright registrations attached hereto and made a part hereof (the "Intellectual Property"), that were pledged by Howmedica Osteonics Corp., Howmedica Leibinger, Inc., Physiotherapy Associates, Inc., SMD Corporation, Stryker Corporation, Stryker Far East, Inc., Stryker Foreign Holdco, Inc., Stryker International, Inc., Stryker Puerto Rico, Inc., Stryker Sales Corporation, Stryker Technologies Corporation, ("Debtors"), as collateral pursuant to the Pledge and Security Agreement, dated December 4, 1998, entered into in connection with the Credit and Guaranty Agreement, dated as of December 4, 1998, which was amended and restated by the Amended and Restated Credit and Guaranty Agreement, dated as of June 4, 1999 (the "Security Agreement"). A copy of the Release and Termination Agreement effective December 21, 2001 is also attached.

The Copyright Security Interest released includes those registrations in which a Security Interest was recorded on May 14, 1999 at volume 3434, pages 775-780 in the U.S., as well as any corresponding foreign registrations.

The Patent Security Interest released includes all patents and patent applications in which a Security Interest was recorded in the corrected notice on March 22, 1999 at Reel/Frame 009817/0001 in the U.S. Patent and Trademark Office. The Patent Security Interest released includes the entire right, title and interest in, to and under the inventions, and the United States applications and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues thereof; right, title and interest in to and under all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Bank of America, N.A. acknowledges that the Security Agreement and Security Interests in all the Intellectual Property has been terminated and that all obligations under the Security Agreement have been satisfied. Therefore, Bank of America hereby authorizes and requests the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States of America and the appropriate officers of all other jurisdictions in which any of the Intellectual

Property is registered or in force, or in which an application for patent or registration of one or more of the Intellectual Properties is pending, to record this Confirmatory Release and the title of the relevant Debtor(s), its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Intellectual Property to demonstrate the release of the Security Interest in the Intellectual Property.

Bank of America further covenants and agrees that it will, at the relevant Debtor's expense, execute and deliver, or cause to be executed and delivered, to any of the Debtors or their legal representatives, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to record this Confirmatory Release of the Security Interest in the Intellectual Property, to effectuate and validate this Confirmatory Release, and to record this Confirmatory Release of the Intellectual Property with the U.S. Patent and Trademark Office, Copyright Office, and the appropriate agencies and offices of all jurisdictions in which the Intellectual Property are or may be registered or in force, or in which applications for registration or patent of one or more of the items in the Intellectual Property are pending, under the relevant laws of the United States or any other jurisdictions.

IN WITNESS WHEREOF, the BANK has caused this Confirmatory Release of Security in Certain Intellectual Properties to be executed by its duly authorized officer on this 24 day of JAN., 2002.

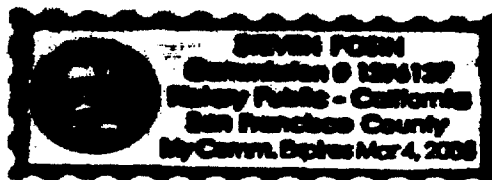
Bank of America, N.A. (formerly Bank of America National Trust and Savings Association):

By: *Gary Flieger*  
Title: Gary Flieger  
Vice President

On this 24th day of JANUARY, 2002, before me personally appeared GARY FLIEGER, to me known and known to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his free act and deed.

*Steven Pardini*  
Notary Public

March 4 2005  
My Commission Expires




STRYKER CORPORATION

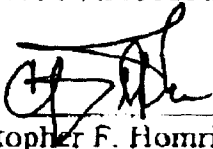
Date: 1/25/02

By:   
Name: Christopher F. Homrich  
Title: Vice President and Treasurer

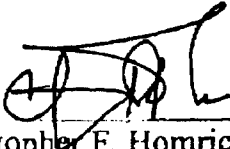
STRYKER FAR EAST, INC. (in its own  
capacity and as successor by merger to  
Stryker Foreign Holdco Inc.)

By:   
Name: Christopher F. Homrich  
Title: Treasurer

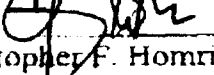
STRYKER INTERNATIONAL INC.

By:   
Name: Christopher F. Homrich  
Title: Treasurer

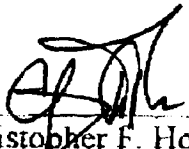
HOWMEDICA OSTEONICS CORP.  
(as successor by merger to Howmedica  
Corp., formerly Stryker Acquisition Corp.,  
which acquired the assets of Howmedica,  
Inc.)

By:   
Name: Christopher F. Homrich  
Title: Treasurer

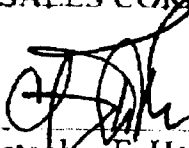
PHYSIOTHERAPY ASSOCIATES INC.

By:   
Name: Christopher F. Homrich  
Title: Treasurer

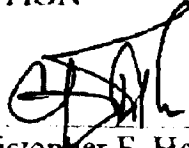
STRYKER PUERTO RICO INC.

By:   
Name: Christopher F. Homrich  
Title: Treasurer

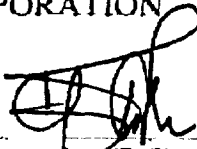
STRYKER SALES CORPORATION

By:   
Name: Christopher F. Homrich  
Title: Treasurer

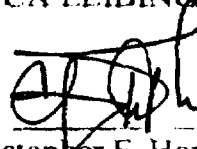
STRYKER TECHNOLOGIES  
CORPORATION

By:   
Name: Christopher F. Homrich  
Title: Treasurer

SMD CORPORATION

By:   
Name: Christopher F. Homrich  
Title: Treasurer

HOWMEDICA LEIBINGER INC.

By:   
Name: Christopher F. Homrich  
Title: Treasurer

TITLE	STATUS	REG. NO.	DATE OF REG	OWNER
Osteonics surgical protocol	Registered	TX1242582	12/2/83	Osteonics
Osteonics HMC1 metal-backed acetabular cup system	Registered	TX1242581	12/2/83	Osteonics
Osteonics HS1N normalized proportional femoral stem system	Registered	TX1242580	12/2/83	Osteonics
Osteonics FS1N normalized proportional femoral stem system in titanium alloy	Registered	TX1242579	12/2/83	Osteonics
Osteonics UH1 universal head system	Registered	TX1242578	12/2/83	Osteonics
Osteonics, the science of better fit	Registered	TX124577	12/2/83	Osteonics
TPS control console command code: source code	Registered	TX4459866	1/13/97	Stryker
Stryker microprocessor controlled hospital bed	Registered	TX1785225	2/10/86	Stryker
Osteonics surgical protocol	Registered	TX1242582	12/2/83	Osteonics



**Copyrighted Works**

**United States Registration No.**

**Title**

TX-429-547

Managers' Evaluation Manual for the Deknatel  
Personnel Evaluation Procedure

TX-4-691-309

PC / DOCTOR for Windows

TX-4-750-249

PC/ RadScan, Version 1.0 Computer Program

**Attachment for Recordation Form Cover Sheet (Patents)**

Patent Nos.

D413,564	6,040,431	5,846,245	5,735,851	5,628,752	5,522,100
D412,984	6,036,696	5,843,086	5,735,535	5,624,444	5,520,690
D398,598	6,027,743	5,840,325	5,733,286	5,614,385	5,514,141
D382,746	6,022,329	5,834,179	5,728,748	5,613,954	5,514,138
D382,428	6,019,760	5,833,704	5,725,528	5,610,021	5,509,934
D377,982	6,017,354	5,830,198	5,718,668	5,607,431	5,507,332
D358,647	6,013,991	5,827,287	5,716,362	5,607,426	5,498,265
D358,211	6,007,581	5,824,247	5,714,589	5,601,567	5,496,552
D355,344	6,004,327	5,824,103	5,712,119	5,601,566	5,486,178
D351,907	5,993,455	5,824,100	5,709,684	5,593,452	5,484,402
D348,194	5,977,746	5,814,604	5,705,780	5,593,448	5,470,305
D346,318	5,976,186	5,814,070	5,704,941	5,588,745	5,468,845
D343,247	5,964,809	5,810,830	5,702,477	5,586,984	5,468,247
D337,160	5,961,532	5,810,770	5,702,394	5,585,237	5,464,390
D329,092	5,961,524	5,800,559	5,690,660	5,584,838	5,461,355
D326,221	5,958,441	5,800,549	5,690,638	5,575,026	5,460,604
D296,714	5,954,727	5,800,435	5,690,630	5,572,899	5,456,673
D289,436	5,941,891	5,797,679	5,689,159	5,562,673	5,449,745
RE91,225	5,937,530	5,792,167	5,688,274	5,558,136	5,443,513
RE33,221	5,926,878	5,792,142	5,688,273	5,549,706	5,443,471
RE33,161	5,916,219	5,788,700	5,681,872	5,549,705	5,443,182
6,281,195	5,908,433	5,782,930	5,667,508	5,549,691	5,441,537
6,261,835	5,908,423	5,782,925	5,667,507	5,545,460	5,439,472
6,213,970	5,906,827	5,776,204	5,665,091	5,545,254	5,437,630
6,174,934	5,904,685	5,774,914	5,658,351	5,543,695	5,433,588
6,132,448	5,899,884	5,772,662	5,658,292	5,543,471	5,431,654
6,125,485	5,888,204	5,772,001	5,653,763	5,542,973	5,423,097
6,110,482	5,888,200	5,769,856	5,652,337	5,542,947	5,417,696
6,106,495	5,885,290	5,769,854	5,652,118	5,542,136	5,417,695
6,102,957	5,885,284	5,766,261	5,650,485	5,540,695	5,415,474
6,099,532	5,879,399	5,766,252	5,647,873	5,537,700	5,414,049
6,077,988	5,863,758	5,766,178	5,645,540	5,534,028	5,397,360
6,071,708	5,862,549	5,752,957	5,637,110	5,531,746	5,364,308
6,065,108	5,860,980	5,752,955	5,636,394	5,525,148	5,358,534
6,045,909	5,855,581	5,747,953	5,634,933	5,524,695	5,356,414
6,045,564	5,854,071	5,743,456	5,634,265	5,522,898	5,354,557
6,042,611	5,850,496	5,741,254	5,631,159	5,522,893	5,352,227

**Attachment for Recordation Form Cover Sheet (Patents)**

Patent Nos.

5,344,654	5,192,292	5,093,319	4,944,443	4,719,907
5,344,232	5,192,283	5,089,004	4,938,771	4,718,911
5,343,581	5,190,545	5,088,136	4,921,500	4,714,472
5,329,657	5,190,544	5,071,040	4,919,679	4,714,468
5,326,368	5,187,824	5,069,465	4,919,667	4,708,132
5,326,354	5,187,422	5,067,964	4,919,152	4,704,127
5,324,819	5,182,365	5,066,296	4,900,546	4,695,282
5,323,551	5,181,930	5,063,624	4,892,552	4,683,873
5,290,288	5,179,915	5,062,854	4,892,549	4,678,472
5,276,432	5,179,742	5,061,283	4,892,093	4,668,290
5,276,070	5,176,680	5,059,195	4,891,883	4,666,450
5,269,750	5,172,442	5,054,480	4,888,023	4,655,754
5,268,622	5,171,574	5,047,055	4,881,536	4,653,488
5,266,683	5,171,408	5,046,486	4,873,461	4,650,491
5,266,326	5,171,245	5,041,114	4,871,369	4,646,729
5,265,956	5,171,243	5,037,423	4,857,269	4,643,734
5,263,985	5,162,114	5,035,700	4,852,558	4,642,123
5,263,972	5,156,602	5,011,691	4,834,756	4,631,082
5,261,907	5,147,408	5,009,666	4,834,755	4,627,434
5,261,895	5,147,366	5,007,933	4,826,494	4,623,349
5,258,494	5,139,522	5,002,580	4,825,857	4,621,630
5,258,420	5,136,469	5,002,547	4,823,780	4,620,533
5,251,347	5,136,220	4,996,084	4,822,362	4,613,516
5,250,302	5,133,772	4,994,277	4,817,629	4,612,053
5,250,050	5,129,388	4,994,022	4,801,301	4,610,688
5,242,447	5,127,914	4,987,623	4,798,610	4,600,000
5,235,261	5,125,553	4,979,956	4,793,325	4,595,713
5,220,928	5,122,146	4,978,356	4,787,383	4,593,685
5,217,462	5,122,134	4,975,526	4,784,663	4,589,883
5,214,812	5,116,338	4,968,590	4,782,833	4,569,674
5,213,112	5,108,753	4,961,647	4,779,349	4,552,136
5,207,697	5,108,435	4,960,427	4,778,469	4,550,448
5,203,595	5,108,432	4,955,325	4,776,330	4,543,718
5,201,735	5,108,398	4,952,236	4,770,660	4,539,685
5,197,156	5,106,614	4,950,299	4,765,325	4,528,980
5,195,198	5,100,407	4,947,942	4,751,922	4,518,430
5,192,326	5,098,437	4,944,760	4,750,619	4,503,847
5,192,324	5,093,593	4,944,756	4,719,908	

# Attachment for Recordation Form Cover Sheet (Patents)

## Patent Application Nos.

60/103,418	09/065,705	08/477,570
60/103,161	09/045,331	08/402,542
60/097,603	09/039,107	08/402,444
60/097,602	08/954,510	08/396,930
60/097,601	08/944,037	08/168,777
60/097,600	08/926,358	08/103,604
60/097,599	08/891,430	07/810,560
60/097,598	08/870,230	07/660,162
60/078,028	08/861,917	07/600,024
60/035,364	08/835,909	07/599,543
60/029,435	08/822,186	07/569,920
60/024,198	08/772,406	07/485,944
29/078,154	08/745,230	07/232,630
09/108,749	08/559,196	07/021,609

## RELEASE AND TERMINATION AGREEMENT

THIS RELEASE AND TERMINATION AGREEMENT (the "Agreement"), dated as of December 21, 2001, is entered into by **BANK OF AMERICA, N.A.** (successor to Bank of America National Trust and Savings Association), as Global Agent, US Facility Agent and Multicurrency Facility Agent (the "Agent") for each of the lenders now or hereafter party to the Existing Credit Agreement (as defined below) (collectively, the "Existing Lenders") in favor of **STRYKER CORPORATION**, a Michigan Corporation ("Stryker"), and **STRYKER FAR EAST, INC.**, **PHYSIOTHERAPY ASSOCIATES INC.**, **HOWMEDICA OSTEONICS CORP.**, **STRYKER INTERNATIONAL INC.**, **STRYKER PUERTO RICO INC.**, **STRYKER SALES CORPORATION**, **STRYKER TECHNOLOGIES CORPORATION**, **SMD CORPORATION**, and **HOWMEDICA LEIBEINGER INC.** (collectively, the "Stryker Subsidiaries")

### RECITALS

**WHEREAS**, the Existing Lenders under that certain Amended and Restated Credit and Guaranty Agreement dated as of June 4, 1999, between the Agent, the Existing Lenders, Stryker and the Stryker Subsidiaries (as amended, the "Existing Credit Agreement"), are entitled to the benefit of certain collateral documents, including but not limited to mortgages and security agreements, executed and delivered by Stryker and the Stryker Subsidiaries (each such agreement, as amended, modified, restated or supplemented, a "Collateral Document," and collectively, the "Collateral Documents"); and

**WHEREAS**, Stryker desires to enter into (i) that certain Multi-Year Credit Agreement (the "Multi-Year Credit Agreement") by and between Stryker, the lenders from time to time party thereto (the "Multi-Year Lenders"), and Bank of America, N.A., as agent for the Multi-Year Lenders and (ii) that certain 364-Day Credit Agreement by and between Stryker, the lenders from time to time party thereto (the "364-Day Lenders", and together with the Multi-Year Lenders, the "New Lenders"), and Bank of America, N.A., as agent for the 364-Day Lenders (the "364-Day Credit Agreement" and together with the Multi-Year Credit Agreement, the "New Credit Agreements"), each to be dated of even date herewith; and

**WHEREAS**, in connection with the New Credit Agreements, Stryker has requested that the Existing Lenders terminate the liabilities and obligations of Stryker and each of the Stryker Subsidiaries under the Existing Credit Agreement and the Collateral Documents and release the rights, pledges, assignments, liens and security interests relating to assets and property of each of Stryker and the Stryker Subsidiaries created pursuant to the Collateral Documents;

**WHEREAS**, in connection with the New Credit Agreements, Bank of America, N.A., as agent for the 364-Day Lenders and the Multi-Year Lenders (hereinafter, "Bank of America"), and the New Lenders are requiring that the liabilities and obligations of Stryker and the Stryker Subsidiaries under the Existing Credit Agreement and the Collateral Documents be terminated and the rights, pledges, assignments, liens and security interests relating to the assets and property of Stryker and the Stryker Subsidiaries created pursuant to the Collateral Documents be released; and

**WHEREAS**, on the date hereof Stryker and the Stryker Subsidiaries have prepaid their obligations under the Existing Credit Agreement in full in order to have the Existing Credit Agreement and Collateral Documents terminated;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows.

Section 1.     Payoff. The Agent acknowledges that all indebtedness under the Existing Credit Agreement has been paid in full and all obligations under the Existing Credit Agreement and the Collateral Documents have been satisfied.

Section 2.     Termination of Agreements. The Existing Credit Agreement and the Collateral Documents, and all guaranties, liabilities and obligations incurred or agreed to by Stryker and the Stryker Subsidiaries under the Existing Credit Agreement and the Collateral Documents, are hereby terminated, except for such obligations set forth therein which by their terms expressly survive any such termination.

Section 3.     Termination of Security Interests. As of the date hereof, to the extent not previously released or terminated, all rights, pledges, assignments, liens and security interests granted or arising with respect to assets and property of Stryker and the Stryker Subsidiaries

under the Existing Credit Agreement and all Collateral Documents are hereby terminated and released and shall be of no further force and effect from and after the date hereof.

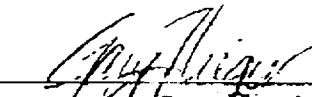
Section 4. Further Assurances. The Agent shall reassign and, if any collateral is in its possession, redeliver the collateral of Stryker and the Stryker Subsidiaries held by the Agent pursuant to the Collateral Documents to Stryker or a Stryker Subsidiary, as applicable, and execute and deliver, if necessary, and hereby authorizes Bank of America or Stryker to file, in each case at Stryker's expense, Uniform Commercial Code termination statements in all jurisdictions where financing statements have been filed and appropriate release documents with the United States Patent and Trademark Office and such other instruments, certificates, documents and filings as are required by law, or as Stryker, the Stryker Subsidiaries or Bank of America shall reasonably request, to evidence the termination and release effected hereby.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.


Section 6. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

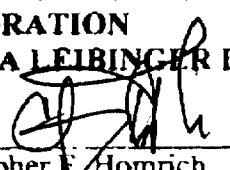
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BANK OF AMERICA, N.A.**, as Agent for the  
Existing Lenders under the Existing Credit  
Agreement

By:   
Name: Gary Fieger  
Title: Vice President

Agreed and Consented to:

**STRYKER CORPORATION**  
By:   
Name: Christopher F. Homrich  
Title: Vice President and Treasurer

**STRYKER FAR EAST, INC.  
PHYSIOTHERAPY ASSOCIATES INC.  
HOWMEDICA OSTEONICS CORP.  
STRYKER INTERNATIONAL INC.  
STRYKER PUERTO RICO INC.  
STRYKER SALES CORPORATION  
STRYKER TECHNOLOGIES CORPORATION  
SMD CORPORATION  
HOWMEDICA LEIBINGER INC.**  
By:   
Name: Christopher F. Homrich  
Title: Treasurer




IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BANK OF AMERICA, N.A.**, as Agent for the  
Existing Lenders under the Existing Credit  
Agreement


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Consented to:

**STRYKER CORPORATION**

By:   
Name: Christopher F. Homrich  
Title: Vice President and Treasurer

**STRYKER FAR EAST, INC.  
PHYSIOTHERAPY ASSOCIATES INC.  
HOWMEDICA OSTEONICS CORP.  
STRYKER INTERNATIONAL INC.  
STRYKER PUERTO RICO INC.  
STRYKER SALES CORPORATION  
STRYKER TECHNOLOGIES CORPORATION  
SMD CORPORATION  
HOWMEDICA LEIBINGER INC.**

By:   
Name: Christopher F. Homrich  
Title: Treasurer