

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4688042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK M. XIE	06/06/2011
RECEIVING PARTY DATA	
Name:	STRYKER CORPORATION
Street Address:	4100 E. MILHAM AVE.
City:	KALAMAZOO
State/Country:	MICHIGAN
Postal Code:	49001
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14991224
PCT Number:	US2014045702
Application Number:	61844132
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:	060210.00923
NAME OF SUBMITTER:	JACOB P. WOOLBRIGHT
SIGNATURE:	/Jacob P. Woolbright/
DATE SIGNED:	11/14/2017
Total Attachments: 8	
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**STRYKER CONFIDENTIALITY, INTELLECTUAL
PROPERTY, NON-COMPETITION AND
NON-SOLICITATION AGREEMENT**

Employee:

MARK M XIE

Employer:

STRYKER

In consideration of the receipt or use of Confidential Information (as hereinafter defined), the offer of employment from Stryker (as hereinafter defined), the continuation of my employment by Stryker, and other compensation and benefits being provided to me in connection with my employment by Stryker and by this Agreement, I agree as follows:

ACKNOWLEDGEMENTS

I acknowledge and agree that:

1.1 The business in which Stryker is engaged is extremely competitive and that during my employment with Stryker I have received and will receive and have access to materials and information regarding Stryker's technologies, know-how, products, services and sales that are proprietary and confidential to Stryker. I recognize that these materials and information are an important and valuable asset to Stryker and that Stryker has a legitimate interest in protecting the confidential and proprietary nature of these materials and information.

1.2 Stryker has spent and will continue to spend substantial time and money developing its medical device technologies, products and services and training its employees on its technologies, products and services. I recognize that these technologies, products and services are an important and valuable asset to Stryker and that Stryker has a legitimate interest in protecting these technologies, products and services. Stryker has provided and will be providing me with information, materials, property, training and Confidential Information during my employment and may also be providing me with the opportunity to contribute to the creation of Confidential Information, which will assist both Stryker and me in competing effectively. I recognize that these materials and Confidential Information are an important and valuable asset to Stryker and that Stryker has a legitimate interest in protecting the confidential and proprietary nature of these materials and information and that Stryker has spent and will continue to spend substantial time and money developing the Confidential Information.

1.3 Stryker also has dedicated its time and resources developing and maintaining relationships with existing and potential customers, clients, referral sources, agents, distributors, employees and vendors. During my employment with Stryker, I understand that Stryker expects me to continue to develop and maintain these relationships on its behalf. I recognize that these relationships are an important and valuable asset to Stryker and that Stryker has a legitimate interest in protecting these relationships.

DEFINITIONS

As used in this Agreement:

2.1 The "Company" or "Stryker" means collectively, Stryker Corporation, the Employer identified above, their respective successors, assigns, purchasers and acquirers, and their existing and future subsidiaries, divisions and affiliates, including any such subsidiary, division or affiliate of Stryker Corporation to which I may be transferred or by which I may be employed in the future, wherever located. "Affiliates" of Stryker means any corporation, entity or organization at least 50% owned directly or indirectly by Stryker.

2.2 "Confidential Information" means know-how, trade secrets, and technical, business and financial information and any other non-public information in any way learned by me during my employment with Stryker, including, but not limited to (a) prices, renewal dates and other detailed terms of customer or supplier contracts and

Stryker Corporation - Standard Form

proposals; (b) information concerning Stryker's customers, clients, referral sources and vendors, and potential customers, clients, referral sources and vendors, including, but not limited to, names of these entities or their employees or representatives, preferences, needs or requirements, purchasing or sales histories, or other customer or client-specific information; (c) supplier and distributor lists; (d) pricing policies, methods of delivering services and products, and marketing and sales plans or strategies; (e) products, product know-how, product technology and product development strategies and plans; (f) employees, personnel or payroll records or information; (g) forecasts, budgets and other non-public financial information; (h) expansion plans, management policies and other business strategies; (i) inventions, research, development, manufacturing, purchasing, finance processes, technologies, machines, computer software, computer hardware, automated systems, engineering, marketing, merchandising, and selling. Confidential Information shall not include information that is or becomes part of the public domain, such that it is readily available to the public, through no fault of me.

2.3 "Copyrightable Works" means all works that I prepare within the scope of my employment with Stryker, including, but not limited to, reports, computer programs, drawings, designs, documentation and publications.

2.4 "Employer" means the Employer identified in the introduction to this Agreement or any other entity included within the definition of "Stryker" to which I may be transferred or by which I may be employed in the future.

2.5 "Inventions" means all intellectual property, inventions, designs, discoveries, innovations, ideas, know-how and/or improvements, whether patentable or not and whether made by me alone or jointly with others, which (a) relates to the existing or foreseeable business interests of Stryker, (b) relates to Stryker's actual or anticipated research or development or (c) is suggested by, is related to or results from any task assigned to me or work performed by me for, or on behalf of, Stryker.

PERFORMANCE FOR STRYKER

3.1 **Best Efforts.** During my employment with Stryker, I will devote my best efforts, attention and energies to the performance of my duties as an employee of Stryker.

3.2 **Sale of Stryker Property.** I will not sell, give away or trade for my own benefit or for or on behalf of any person or entity other than Stryker, any items that are the property of Stryker. Stryker property includes, but is not limited to, samples, inventory, customer trade-ins (which includes trade-ins of Stryker and non-Stryker Products), training materials, promotional materials, handbooks, correspondence files, business card files, customer and prospect lists, price lists, product lists, software manuals, technical data, forecasts, budgets, notes, customer information, employee information, employee names, phone lists, organizational charts, product information and/or Confidential Information acquired by me in the course of my employment by Stryker. The requirements of this Section 3.2 apply to Stryker Property even if the property is obsolete or has been fully amortized, depreciated or expensed by Stryker.

3.3 **Conflicts of Interest.** I agree to abide by the provisions of Stryker Corporation's Code of Conduct, including, but not limited to, the provisions regarding Conflicts of Interest. As such, I will not engage in any activity or have any outside interest that might deprive Stryker of my loyalty, interfere with the satisfactory performance of my duties, or be harmful or detrimental to Stryker.

INVENTIONS

4.1 **Disclosure of Inventions.** I agree that during and subsequent to my employment with Stryker, I will promptly disclose and furnish complete information to Stryker relating to the Inventions conceived or made by me.

4.2 **Inventions are Stryker Property.** I agree that all Inventions are and will remain the sole and exclusive property of Stryker. I assign and agree to assign my entire right, title and interest in the Inventions to Stryker.

4.3 **Copyrightable Works.** I recognize that all Copyrightable Works shall to the fullest extent permissible be considered "works made for hire" in the United States as defined in the U.S. Copyright Laws and in any other country adhering to the "works made for hire" or similar notion. All such Copyrightable Works shall from the time of creation be owned solely and exclusively by Stryker throughout the world. If any Copyrightable Work or portion thereof shall not be legally qualified as a work made for hire in the United States or elsewhere, or shall subsequently be held to not

be a work made for hire, I agree to assign and do hereby assign to Stryker all of my right, title and interest to the Copyrightable Works and all registered and applied for copyrights therein.

4.4 Employee Cooperation. When requested to do so by Stryker, either during or subsequent to my employment with Stryker, I will (a) execute all documents requested by Stryker for the vesting in Stryker of the entire right, title and interest in and to the Inventions, Confidential Information and Copyrightable Works, and all patent applications filed and issuing on the Inventions; (b) execute all documents requested by Stryker for filing and obtaining of patents or copyrights; and (c) provide assistance that Stryker reasonably requires to protect its right, title and interest in the Inventions, Confidential Information and Copyrightable Works, including, but not limited to, providing declarations and testifying in administrative and legal proceedings with regard to Inventions, Confidential Information and Copyrightable Works. Whenever requested to do so by Stryker, I shall execute any applications, assignments or other instruments which Stryker shall consider necessary to apply for and obtain Letters Patent, trademark and/or copyright registrations in the United States or any foreign country, or to otherwise protect Stryker's interests. These obligations shall continue beyond the termination of my employment with Stryker with respect to Inventions, trademarks and Copyrightable Works conceived, authored or made by me during my period of employment, and shall be binding upon my executors, administrators or other legal representatives.

4.5 Prior Inventions. I will not assert any rights under or to any Inventions as having been made or acquired by me prior to my being employed by Stryker unless such Inventions are identified on a sheet attached hereto and signed by me and Stryker as of the date of this Agreement.

4.6 Notice to Minnesota, Kansas, Utah and North Carolina Residents. The following applies only to a Minnesota, Kansas, Utah or North Carolina employee: Notification is hereby given that Section 4.2 does not apply to an Invention to the extent that no equipment, supplies, facility, or trade secret information of Stryker was used and which was developed entirely by me on my own time, and (a) which does not relate (i) to the business of Stryker or (ii) to Stryker's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by me for Stryker.

4.7 Notice to Washington Residents. The following applies only to a State of Washington employee: Notification is hereby given that Section 4.2 does not apply to an Invention for which no equipment, supplies, facility, or trade secret information of Stryker was used and which was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of Stryker or (ii) to Stryker's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for Stryker.

CONFIDENTIAL INFORMATION AND PROPERTY

5.1 Non-disclosure of Confidential Information. I recognize that Confidential Information is of great value to Stryker, that Stryker has legitimate business interests in protecting its Confidential Information, and that the disclosure to anyone not authorized to receive such information, including any entity that competes with Stryker, will cause immediate irreparable injury to Stryker. Unless I first secure Stryker's written consent, I will not disclose, use, disseminate, identify by topic or subject, lecture upon or publish Confidential Information. I understand and agree that my obligations not to disclose, use, disseminate, identify by subject or topic, lecture upon or publish Confidential Information shall continue after the termination of my employment for any reason.

5.2 Return of Information and Materials. Upon termination of my employment with Stryker for any reason whatsoever, I will immediately return to Stryker any and all Confidential Information and any and all information and material relating to Stryker's business, products, personnel, suppliers or customers, whether or not such material is deemed to be confidential or proprietary. Thereafter, any continued possession will be deemed to be unauthorized. I shall not retain any copies of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents in any form whatsoever (including information contained in computer memory or on any computer disk) relating in any way to the affairs of Stryker and which were entrusted to me or obtained by me at any time during my employment with Stryker.

5.3 Return of Stryker Property. Upon termination of my employment with Stryker for any reason whatsoever, I will return to Stryker any and all property in my possession which belongs to Stryker, including the following: all keys and security and credit cards; all equipment, products, samples, inventory, tools, computers, software, cell phones and

other electronic devices; all customer files, account files, price lists, product information, training manuals, promotional materials and handbooks; and all other documents relating to Stryker's business, products, personnel, suppliers and customers.

NON-SOLICITATION AND NON-COMPETE

6.1 Employee Acknowledgement. I recognize that Stryker's relations with its accounts, customers and clients represent an important business asset that results from Stryker's significant investment of its time and resources. I further acknowledge that my position with Stryker exposes me to Confidential Information and more generally to a segment of business with respect to which I may have had no prior exposure before joining Stryker. I further recognize that by virtue of my employment by Stryker, I have gained relationships with the accounts, customers and clients of Stryker, and because of such relationships, I will cause Stryker great loss, damage, and immediate irreparable harm, if, during my employment by Stryker or subsequent to the termination of such employment for any reason, I should for myself or on behalf of any other person, entity, firm or corporation, sell, offer for sale, or solicit or assist in the sale of a Conflicting Product or Service. A "Conflicting Product or Service" means any product, process, technology, machine, invention or service of any person or organization other than Stryker in existence or under development which resembles, competes with or is intended to resemble or compete with a product, process, technology, machine, invention or service upon which I have worked or about which I was knowledgeable during the last twenty-four (24) months of my employment with Stryker.

6.2 Non-Solicitation of Customers. I agree that during my employment with Stryker and for twelve (12) months after the termination of my employment for any reason, I will not solicit business from, contact or sell any Conflicting Product or Service to, or directly or indirectly help others to solicit business from, contact or sell any Conflicting Product or Service to, any of the accounts, customers or clients, or prospective accounts, customers or clients, with whom I have had contact during the last twenty-four (24) months of my employment with Stryker, for any purpose related to the sale of any Conflicting Product or Service, including, but not limited to: (a) any customer that purchased Stryker products or services, (b) any prospect that received or requested a proposal to purchase Stryker products or services, (c) any affiliate of any such customer or prospect, or (d) any of the individual customer or prospect contacts that I established .

6.3 Non-Compete.

(a) During my employment with Stryker and for a period of twelve (12) months after the termination of my employment with Stryker for any reason, I will not work (as an employee, consultant, contractor, agent, or otherwise) for, or render services directly or indirectly to, any Conflicting Organization in which the services I may provide could enhance the use or marketability of a Conflicting Product or Service by application of Confidential Information which I have had access to during my employment. A "Conflicting Organization" means any person or organization which is engaged in or about to become engaged in research on, consulting regarding, or development, production, marketing, or selling of a Conflicting Product or Service (as defined in Section 6.1, above). This provision shall not bar me from accepting employment with a Conflicting Organization whose business is diversified and which is, as to that part of its business in which I accept employment, not a Conflicting Organization. If I accept employment with a Conflicting Organization, I will provide Stryker written assurances satisfactory to Stryker that indicate that I will not render services directly or indirectly, for a twelve (12) month period following the termination of my employment with Stryker for any reason, in connection with any Conflicting Product or Service. I understand that Stryker may also require written assurances from the Conflicting Organization. I also agree that during my employment with Stryker and for a period of twelve (12) months thereafter, I will not render services to any organization or person in a position in which I could use Confidential Information to the detriment of Stryker.

(b) Notwithstanding Section 6.3(a) hereof, if at the time of the termination of my employment, my primary area of responsibility involves sales of products within a certain geographic area, then the post-employment restrictions set forth in Section 6.3(a) hereof shall include and be limited to (i) the geographic area that, directly or indirectly, was covered either by me or by employees, distributors, agents or representatives who reported to me at any time during such twenty-four (24) month period preceding the termination of my employment; and/or (ii) any geographic area in which I provided services, whether directly

or indirectly, at any time during such twenty-four (24) month period preceding the termination of my employment.

6.4 Non-Solicitation of Employees. I agree that for a period of twelve (12) months after the termination of my employment with Stryker for any reason, I will not solicit, induce or influence, or attempt to solicit, induce or influence, any person engaged as an employee, independent contractor or agent of Stryker to terminate his, her or its employment and/or business relationship with Stryker or do any act which may result in the impairment of the relationship between Stryker and its employees, independent contractors or agents.

6.5 Employee Obligation to Notify Stryker of Work for New Employer. To enable Stryker to monitor my compliance with the obligations imposed by this Agreement, I agree to notify Stryker in writing, at the time my employment with Stryker is terminated for any reason, of the identity of my new employer (if any) and of my job title and responsibilities, and will continue to so inform Stryker, in writing, any time I accept or change employment during the twelve (12) months following termination of my employment with Stryker for any reason.

6.6 Compensation for Non-Compete Restrictions.

(a) To compensate me in the event of economic hardship resulting from the restrictions contained in Section 6.3 (the "Non-Compete Restrictions"), Stryker agrees that subject to Section 6.7 and the requirements set forth below, it will make a monthly payment to me in accordance with this Section 6.6.

(b) Stryker's payment obligation under this Section 6.6 is expressly conditioned on each of the following clauses being accurate:

- (i) from the date of termination of my employment with Stryker, I have diligently sought employment consistent with my education, abilities or experience that would not involve a violation of the Non-Compete Restrictions and these efforts have been unsuccessful;
- (ii) I have been offered a position that would involve a violation of the Non-Compete Restrictions that pays more than any available employment that would not involve a violation of the Non-Compete Restrictions; and
- (iii) I have not previously violated any restrictions set forth in Sections 6.2, 6.3 or 6.4 of this Agreement.

(c) To receive the monthly payment described in this Section 6.6, I must first provide written notice requesting payment of such compensation that includes, at a minimum, the representations contained in Section 6.6(b), above. After I provide this written notice to Stryker, Stryker will have twenty (20) days to consider whether to make payment herein or elect not to enforce the Non-Compete Restrictions set forth in Section 6.3 (the "Non-Compete Waiver Notice Period"). If Stryker does not waive enforcement of the Non-Compete Restrictions by written notice to me, its payment obligations will first arise and it will begin making payments at the end of the Non-Compete Waiver Notice Period. Stryker's first payment will begin after the expiration of the Non-Compete Waiver Notice Period, but no earlier than the second month after the termination of my employment with Stryker. Stryker will have no obligation to make any payments for the period of time prior to the end of the Non-Compete Waiver Notice Period. Stryker's payment obligations will continue until the Non-Compete Restrictions expire or are expressly waived by Stryker in writing, or one of the conditions in Section 6.6(b) are no longer accurate. Stryker may terminate any payment obligations in this Section 6.6 before the Non-Compete Restrictions expire by waiving the restrictions.

(d) The monthly amount paid by Stryker will equal my Stryker Monthly Pay (as hereinafter defined) less any compensation that I receive or have an unqualified right to receive from Stryker or any other source during the twelve (12) month period following the termination of my employment, including but not limited to any severance payments made to me by Stryker, which compensation shall be credited against and reduce the first payments that would otherwise have been due under this Section 6.6. For purposes of this paragraph, "Stryker Monthly Pay" means 1/12 of my total salary, commissions and incentive bonuses (exclusive of benefits, stock options or awards, and any indirect or deferred compensation) that were paid to me during the

last twelve (12) months preceding termination of employment. If upon the termination of my employment, Stryker has been paying compensation to me for less than twelve (12) months, then the average monthly salary and commissions earned by me while employed by Stryker shall be the Stryker Monthly Pay.

(e) I shall provide Stryker each month with a written report which contains a description of the following (i) the efforts I have made to find employment and the results of those efforts, (ii) the compensation I have received from any source other than Stryker for the twelve (12) month period following the termination of my employment, and (iii) the information and materials necessary for Stryker to verify such representations. Stryker will have no obligation to make payments if I do not provide a monthly report. In addition, I will provide a subsequent written notice to Stryker if the initial notice or any monthly notice is inaccurate in which I identify the inaccuracy(ies).

6.7 Exceptions to Compensation Provision. Notwithstanding Section 6.6 hereof, I understand that no payments will be due to me if I (a) have breached (i) my duty of loyalty to Stryker, (ii) the terms and conditions of this Agreement (including but not limited to, any of the foregoing provisions of this Section 6), and/or (iii) the terms of any other agreement I may have with Stryker, (b) have been terminated for Cause (as hereinafter defined), or (c) have otherwise acted in bad faith and/or contrary to law. For purposes of this Agreement, "Cause" means any act of gross negligence; repeated, frequent, and/or pervasive negligence in the performance of my duties; willful misconduct by me; my refusal or failure to comply with any of Stryker's reasonable directions, procedures or policies; refusal or failure to perform the duties of my position; any act in competition with or contrary to the interests of Stryker; any fraudulent act or misrepresentation; and/or any violation of federal or state law related to my employment or involving dishonesty or moral turpitude. The fact that Stryker may not be required to pay or continue to make payments to me pursuant to Section 6.6 as a result of the applicability of this Section 6.7 shall not affect Stryker's ability to enforce the terms of Section 6.3 and shall not serve to release me from the other promises I have made in this Agreement.

6.8 Modification of Non-Compete and Non-Solicitation Provisions. If a court determines that the length of time, geographic area or other provisions of this Section 6 are unreasonable and thus unenforceable, I encourage the court to define that which it deems acceptable given the employment and compensation relationship between Stryker and me, and then to limit and enforce these parameters accordingly.

REPRESENTATIONS; ACKNOWLEDGEMENTS

7.1 Code of Conduct. I acknowledge receipt of Stryker Corporation's Code of Conduct and confirm that I have read and understand the Code of Conduct. I further agree to abide by and support the policies set forth in the Code of Conduct and understand that compliance with the Code of Conduct, as it may be amended by Stryker from time to time, is a condition of my continued employment.

7.2 No Violation of Agreements with Prior Employers. I have not signed any non-competition or other agreement that I have not disclosed to Stryker that prohibits me from being employed by Stryker or assigning works and ideas to Stryker ("Non-Compete Agreement"). I agree that I will not disclose to Stryker or use for Stryker's benefit any information that to my knowledge is proprietary or confidential to any of my prior employers, without proper consent from the prior employer. If I have signed a Non-Compete Agreement with a prior employer, I have provided a copy of that agreement to Stryker's Human Resources Department under separate cover.

7.3 Medicare, Medicaid Participation; Fraud and Abuse. I (a) have not been excluded or debarred from participation in any Federal or State Health Care Program (including Medicare, Medicaid, or CHAMPUS) or other state or federal governmental program, and (b) have not committed any acts which are cause for exclusion or debarment from participation in any such program. In addition, no entity in which I serve as a managing employee or officer, or currently have a direct or indirect ownership or control interest (c) has been excluded or debarred from participation in any Federal or State Health Care Program (including Medicare, Medicaid, or CHAMPUS), or (d) has committed any acts which are cause for exclusion or debarment from participation in any such program.

7.4 At-Will Employment. I understand that this Agreement does not obligate me to remain employed by Stryker nor does it confer upon me the right to continued employment by Stryker. Stryker and I each have the right to

terminate the employment relationship at any time, for any or no reason, with or without notice and with or without cause.

7.5 Provisions are Reasonable. I acknowledge and agree that it is reasonable and necessary for the protection of the goodwill and continued business of Stryker that I abide by the covenants and agreements contained in this Agreement during and following my employment with Stryker and that Stryker will suffer irreparable injury, loss, harm and damage if I engage in conduct prohibited in this Agreement. My experience and abilities are such that compliance with this Agreement will not cause any undue hardship or unreasonable restriction on my ability to earn a livelihood and that the restrictions on my activities during and after employment do not prevent me from using skills in any business or activity that is not in competition with Stryker.

7.6 Duty of Loyalty. Nothing herein shall limit or reduce my common law duties to Stryker, including but not limited to my duty of loyalty.

7.7 Acknowledgement of Colorado Residents. If I am a Colorado resident, I acknowledge that my employment with Stryker is in an executive or management position, or as a member of the professional staff to executive and management personnel.

MISCELLANEOUS

8.1 Remedies. I recognize that any breach by me of Sections 4, 5 or 6 of this Agreement will cause Stryker irreparable harm that cannot be compensated adequately by an award of monetary damages. I agree (a) that Stryker may seek and obtain injunctive relief in addition to damages Stryker may recover at law. (b) that the period during which Sections 6.2, 6.3 or 6.4 apply to me will be deemed to be extended by one (1) day for each day that I am in breach of Section 6.2, Section 6.3 and/or Section 6.4 of this Agreement, and (c) that Stryker will be entitled to recover from me its reasonable attorneys' fees and costs of any action that it successfully brings for my breach or threatened breach of this Agreement. All remedies for enforcement of this Agreement shall be cumulative and not exclusive.

8.2 Governing Law and Venue. I agree and consent that any and all litigation between Stryker and me relating to this Agreement will take place exclusively in the State of Michigan, and I consent to the jurisdiction of the federal and/or state courts in Michigan. In order to maintain uniformity in the interpretation of this Agreement, the parties have expressly agreed that this Agreement, the parties' performance hereunder and the relationship between them shall be governed by, construed and enforced in accordance with the laws of the State of Michigan without regard to the conflict of law rules thereof. I agree that any action relating to or arising out of this Agreement may be brought in the courts of the State of Michigan or, if subject matter jurisdiction exists, in the United States District Court for the Western District of Michigan (collectively, the "Courts"). I consent to personal jurisdiction and venue in both such Courts and to service of process by United States Mail or express courier service in any such action.

8.3 Validity of Entire Agreement. I expressly agree that the provisions contained herein are fair and reasonable limitations as to time, geographical area and scope of activity, and such restrictions do not impose a greater restraint than is necessary to protect the goodwill and other business interests of Stryker. To the extent any portion of this Agreement, or any portion of any provision of this Agreement is held to be invalid or unenforceable, it shall be construed by limiting and reducing it so as to contain the maximum restrictions permitted by applicable law. All remaining provisions of this Agreement, and/or portions thereof, shall remain in full force and effect.

8.4 Waiver or Modification. Neither this Agreement, nor any term or provision hereof, may be waived or modified in whole or in part by Stryker except by a written instrument, signed by me and the Vice President of Human Resources for Stryker Corporation expressly stating that it is intended to operate as a waiver or modification of this Agreement.

8.5 Transfer or Renewal of Employment. This Agreement will be deemed to continue during any periods of renewal of my employment, including, but not limited to, periods of employment following promotions or transfers, or during any subsequent re-employment by Stryker.

8.6 Binding Effect and Assignability. My obligations under this Agreement will continue beyond the termination of my employment and are binding upon my assigns, executors, administrators, and other legal

representatives. Stryker Corporation, its subsidiaries, Affiliates and divisions are intended beneficiaries of this Agreement. I agree that this Agreement is assignable by Stryker. I hereby consent and agree to assignment by Stryker of this Agreement and all rights and obligations hereunder, including, but not limited to, an assignment in connection with any merger, sale, transfer or acquisition consummated by Stryker or any of its subsidiaries, affiliates or divisions, or relating to all or part of its assets or the assets of its subsidiaries, affiliates or divisions.

8.7 **Trial by Court.** I agree that any legal action relating to this Agreement and/or my obligations under this Agreement shall be tried by the Court (as defined herein), and I waive my right to a trial by jury.

8.8 **Notice.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by pre-paid certified mail, return receipt requested, or by Federal Express or other similar overnight delivery service providing proof of delivery, to Stryker at your division's headquarters to the attention of your division's HR leader, and to me at my last known address. All notices shall be effective on the date sent in accordance with this provision.

8.9 **Notice to Texas Residents.** All of the provisions set forth in Section 4, 5 and 6 hereof (entitled "Inventions", Confidential Information and Property" and "Non-Solicitation and Non-Compete", respectively), shall be construed as agreements independent of one another and any other provision of this Agreement and shall survive the termination of this Agreement and my employment with Stryker; and the existence of any claim or cause of action against Stryker, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Stryker of such provisions.

8.10 **Prior Agreements.** Except as may be stated herein, I agree and acknowledge that this Agreement supersedes prior agreements between me and Stryker with respect to the subject matter addressed in this Agreement.

EMPLOYEE:	STRYKER _____:
<u>MARK M XIE</u>	By: <u>[Signature]</u>
EMPLOYEE SIGNATURE	Name: <u>JULIE M. B...</u>
<u>Mark M Xie</u>	Title: <u>HR MGR.</u>
Print Name	DATE: <u>7/1/11</u>
<u>MARK M XIE</u>	
Address	
<u>4694 LISA CT</u>	
City/State	
<u>ST JOSEPH MI 49085</u>	
DATE: <u>6/6/11</u>	