

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7007823

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ZIMMER BIOMET HOLDINGS, INC.	01/15/2016
RECEIVING PARTY DATA		
Name:	ENCORE MEDICAL, L.P. (D/B/A DJO SURGICAL)	
Street Address:	9800 METRIC BLVD	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78758	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16825262
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	DJOSU.033P6C1	
NAME OF SUBMITTER:	GREGORY A. HERMANSON	
SIGNATURE:	/Gregory A. Hermanson/	
DATE SIGNED:	11/04/2021	
Total Attachments: 5		
source=DJOSU.033P6C1 Assignment (Zimmer to Encore)#page1.tif		
source=DJOSU.033P6C1 Assignment (Zimmer to Encore)#page2.tif		
source=DJOSU.033P6C1 Assignment (Zimmer to Encore)#page3.tif		
source=DJOSU.033P6C1 Assignment (Zimmer to Encore)#page4.tif		
source=DJOSU.033P6C1 Assignment (Zimmer to Encore)#page5.tif		

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT, dated as of 15 JANUARY, 2016 (this "Assignment"), is entered into by and between Zimmer Biomet Holdings, Inc., a Delaware corporation ("Assignor"), and Encore Medical, L.P., a Delaware limited partnership ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 16, 2015 (the "Asset Purchase Agreement"), concerning the sale and purchase of certain assets, including the Assigned Patents (as defined below);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Patents; and

WHEREAS, Assignor has agreed to execute this Assignment for recordation by Assignee with the United States Patent and Trademark Office ("USPTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. Assignment. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the patents and patent applications set forth on Exhibit A, and in and to any and all divisions, continuations, continuations-in-part, reissues, reexaminations and extensions of said patents and patent applications (the "Assigned Patents") together with any and all claims, demands, and causes of action for infringement, of the Assigned Patents, past, present, and future, and all of the proceeds from the foregoing.
2. Recordation. Assignor hereby authorizes the Commissioner for Patents in the USPTO to record and register this Assignment upon request by Assignee.
3. Asset Purchase Agreement. Nothing herein shall be deemed to supersede or otherwise modify the provisions of the Asset Purchase Agreement. In the event of any conflict between the provisions of this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern with respect to such conflict.
4. Rights of Third Parties. Nothing expressed or implied in this Assignment is intended or shall be construed to confer upon or give any person, other than the parties hereto and their permitted successors and assigns, any legal or equitable right, benefits or remedy of any nature whatsoever under or by reason of this Assignment.

5. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware (without regard to the conflict of law principles thereof).
6. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronic copies hereof or signature hereon shall, for all purposes, be deemed originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by each party as of the date first above written.

ASSIGNOR

ZIMMER BIOMET HOLDINGS, INC.

By: 

Name: Dick Clapp

Title: Vice President of Intellectual
Property and Chief Patent Counsel

ASSIGNEE

ENCORE MEDICAL, L.P.

By: Encore Medical GP, LLC

By: 

Name: Susan M. Crawford

Title: Executive Vice President & Chief
Financial Officer

EXHIBIT A

Assigned Patents

1. Patents Applications

Title	App. No.	Filing Date	Jurisdiction
ELBOW PROSTHESIS	12/562616	September 18, 2009	US
ELBOW PROSTHESIS	12/391904	February 24, 2009	US
ELBOW PROSTHESIS	14/715744	May 19, 2015	US
ELBOW PROSTHESIS	14/221383	March 21, 2014	US

2. Patents

Title	Patent No.	Filing Date	Country
ELBOW PROSTHESIS	7,247,170	July 24, 2007	US
ELBOW PROSTHESIS	7,604,666	October 20, 2009	US
ELBOW PROSTHESIS	7,625,406	December 1, 2009	US
ELBOW PROSTHESIS	8,585,768	November 19, 2013	US
ELBOW PROSTHESIS	8,932,362	January 13, 2015	US
ELBOW PROSTHESIS	8,998,995	April 7, 2015	US
ELBOW PROSTHESIS	9,034,050	May 19, 2015	US
DEVICE AT MIXING DEVICES FOR MIXING PULVERULENT AND LIQUID SUBSTANCES WITH EACH OTHER FOR THE MANUFACTURE OF MEDICAL PRODUCTS	6,871,996	March 29, 2005	US
DEVICE FOR PRODUCING BONE CEMENT AND	7,563,018	July 21, 2009	US

METHOD IN CONNECTION THEREWITH			
METHOD AND APPARATUS FOR STORING BONE CEMENT COMPONENTS	7,594,578	September 29, 2009	US
METHOD FOR BRINGING A POWDER AND A LIQUID COMPONENT IN CONTACT WITH EACH OTHER FOR MIXING TO FORM BONE CEMENT	7,980,754	July 19, 2011	US
APPARATUS FOR MIXING BONE CEMENT	8,029,183	October 4, 2011	US
BONE CEMENT MIXING CARTRIDGE AND METHOD OF USE	8,480,289	July 9, 2013	US
BONE CEMENT MIXING CARTRIDGE AND METHOD OF USE	8,668,375	March 11, 2014	US