

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings → → →

OFFICE OF PUBLIC RECORDS
403 NOV - 5 AM 9:44

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
UBS AG, Stamford Branch

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Centerpulse USA Inc. and others on signature pages
 Internal Address: _____
 Address: _____
 Street Address: 12 Greenway Plaza, Suite 1000
 City: Houston State: TX Zip: 77046-1203

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Trademark Release Agreement

Execution date: October 2, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Exhibit II

B. Trademark Registration No.(s) 1701609, 1700418, 1941006, 2110621, 2211609, 2207694, 2207693, 2207693 and others listed on Exhibit II

Additional number(s) attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lester Szeto, Esq.
 Internal Address: Weil, Gotshal & Manges, LLP
 Street Address: 767 5th Avenue
 City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 90

7. Total fee (37 CFR 3.41): \$ 2265.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Phyllis Eremitaggio Phyllis Eremitaggio November 5, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

Receiving Parties

Centerpulse Orthopedics Inc
c/o 12 Greenway Plaza, Suite 1000
Houston, TX 77046-1203

Centerpulse USA Holding Co.
c/o 12 Greenway Plaza, Suite 1000
Houston, TX 77046-1203

Centerpulse USA Inc.
c/o 12 Greenway Plaza, Suite 1000
Houston, TX 77046-1203

Centerpulse Ltd.
c/o 12 Greenway Plaza, Suite 1000
Houston, TX 77046-1203

Centerpulse Dental Inc.
c/o 12 Greenway Plaza, Suite 1000
Houston, TX 77046-1203

Centerpulse Spine-Tech Inc.
c/o 12 Greenway Plaza, Suite 1000
Houston, TX 77046-1203

Centerpulse Orthopedics Ltd
c/o 12 Greenway Plaza, Suite 1000
Houston, TX 77046-1203

*Exhibit II*MATERIAL TRADEMARKSA. Material Granted Trademarks1. Centerpulse Dental Inc.

Case Number	Country	Registration Number	Registration Date	Filing Date
CAL-089	United States	1,701,609	21-Jul-1992	25-Jul-1991
				Mark SPINE CLASSIC
CAL-090	United States	1,700,418	14-Jul-1992	25-Jul-1991
				Mark CALCITITE
CAL-091	United States	1,941,006	12-Dec-1995	19-Dec-1994
				Mark INTEGRAL THREADLOC
CAL-092	United States	2,110,621	30-Sep-1997	20-Dec-1994
				Mark THREADLOC
CAL-094	United States	2,211,609	15-Dec-1998	26-Nov-1996
				Mark MP-1
CAL-133	United States	2,207,694	01-Dec-1998	17-Jul-1997
				Mark TWIST
CAL-134	United States	2,207,693	01-Dec-1998	17-Jul-1997
				Mark TWIST TI
CAL-135	United States	2,207,692	01-Dec-1998	17-Jul-1997
				Mark TWIST MTX
CAL-163	United States	2,271,901	24-Aug-1999	28-Apr-1998
				Mark SPLINE
CAL-165	United States	2,443,061	10-Apr-2001	10-Jul-1998
				Mark PEER PRACTICUM
CAL-178	United States	2,463,321	20-Feb-2001	06-Nov-1998
				Mark PRACTICE OF YOUR DREAMS

CAL-183	United States	2,451,938	15-May-2001	01-Jul-1999
	Mark	PARTNERS IN PRACTICE		
CAL-190	United States	2,472,219	24-Jul-2001	01-Jul-1999
	Mark	TWIST MAX MP-1		

2. Sulzer Carbomedics Inc.

Case Number	Country	Registration Number	Registration Date	Filing Date
CMI-158	United States	1,730,861	10-Nov-1992	23-Apr-1990
		Mark CARBOMEDICS		
CMI-161	United States	1,230,729	15-Mar-1983	18-Sep-1981
		Mark CMI		
CMI-163	United States	1,134,299	29-Apr-1980	01-Sep-1977
		Mark BIOLITE		
CMI-165	United States	1,971,560	30-Apr-1996	29-Oct-1991
		Mark CARBO-SEAL		
CMI-167	United States	1,807,311	30-Nov-1993	26-Mar-1993
		Mark PYROLITE		
CMI-171	United States	2,057,445	29-Apr-1997	14-Jun-1996
		Mark PHOTOFLEX		
CMI-202	United States	2,293,125	16-Nov-1999	07-Mar-1997
		Mark ANNULO FLO		
CMI-239	United States	2,512,969	27-Nov-2001	20-Feb-1998
		Mark ANNULO FLEX		
CMI-243	United States	2,412,802	12-Dec-2000	20-Feb-1998
		Mark SUMIT		
CMI-318	United States	2,588,847	02-Jul-2002	21-Dec-1998
		Mark PYROLITE ORIGINAL		
CMI-343	United States	2,550,886	19-Mar-2002	25-Feb-2000
		Mark INRANGE		

3. Centrepulse Orthopedics Inc.

IOI-171	United States	1,446,203	13-Oct-1987	29-Sep-1986
		Mark APR		
IOI-172	United States	1,460,746	13-Oct-1987	05-Mar-1987
		Mark PREMIER-TOTAL		

IOI-173 United States 1,428,891 10-Feb-1987 03-Jan-1986
Mark NATURAL-KNEE

Case Number	Country	Registration Number	Registration Date	Filing Date
IOI-175	United States	1,686,224	12-May-1992	04-Jan-1991
		Mark SINTERLOCK CSTI		
IOI-178	United States	1,775,803	08-Jun-1993	04-Jan-1991
		Mark HTO		
IOI-179	United States	1,540,329	23-May-1989	23-Sep-1988
		Mark SELECT		
IOI-211	United States	2,540,503	19-Feb-2002	29-May-2001
		Mark APOLLO		
IOI-303	United States	2,313,222	01-Feb-2000	24-Apr-1998
		Mark INTER-OP		
IOI-321	United States	2,466,130	03-Jul-2001	25-Sep-1998
		Mark DURASUL		
IOI-386	United States	2,555,792	02-Apr-2002	29-May-2001
		Mark APOLLO		

4. Centermulse Spine-Tech Inc.

SPN-112	United States	1,774,654	01-Jun-1993	
		Mark SPINE-TECH		
SPN-116	United States	1,959,018	27-Feb-1996	01-May-1995
		Mark BAK/C		
SPN-117	United States	1,978,864	04-Jun-1996	12-Jul-1994
		Mark CERVI-LOK		
SPN-120	United States	2,448,067		18-Nov-1997
		Mark BAK/PROXIMITY		

5. CO Ltd.

SPN-	United States	1282970	26-Jun-1984	07-Jan-1982
		Mark ALL PRO		
SPN-	United States	1938304	4-Oct-1994	
		Mark ALLOCLASSIC		

SPN-	United States	1720068	17-Apr-1991	
	Mark ALLOPPRO (figure)			
SPN-	United States	2425996	28-Oct-1997	
	Mark DENOVO			
SPN-	United States	2619939	17-Sep-2002	01-Nov-2000
	Mark DYNAMIC NEUTRALIZATION			
SPN-	United States	2083196	29-Jul-1997	
	Mark DYESYS			
SPN-	United States	1776386	01-Oct-1992	15-Jun-1993
	Mark METASUL			
SPN-	United States	0864126	28-Jan-1989	
	Mark PROTASUL			
SPN-	United States	2405439	21-Oct-2000	19-Apr-1999
	Mark SULCEM			
SPN-	United States	1807295	30-Nov-1993	
	Mark SULENE			
SPN-	United States	1403985	05-Aug-1986	
	Mark SULMESH			
SPN-	United States	2555196	02-Apr-2002	
	Mark SYSORB			

B. Material Pending Trademarks**I. Centerpulse Dental Inc.**

Case Number	Country	Registration Number	Filing Date
CAL-157	United States	76/464,342	08-Apr-1998

Mark SPINE CLASSIC

CAL-173	United States	75/554,864	18-Sep-1998
---------	---------------	------------	-------------

Mark SNAP

CAL-191	United States	75/756,121	01-Jun-1999
---------	---------------	------------	-------------

Mark TWIST MAX-MTX

CAL-209	United States	76/340,563	20-Nov-2001
---------	---------------	------------	-------------

Mark CONNECTION SERIES

CAL-215	United States	76/180,303	13-Dec-2000
---------	---------------	------------	-------------

Mark GET MORE SMILEAGE

CAL-231	United States	76/324,978	12-Oct-2001
---------	---------------	------------	-------------

Mark SMARTSTEPS

CAL-232	United States	76/324,979	12-Oct-2001
---------	---------------	------------	-------------

Mark SMARTSTEPS (DESIGN)

CAL-241	United States	76/421,209	14-Jun-2002
---------	---------------	------------	-------------

Mark GET MORE SMILEAGE

CAL-253 United States 76/399,038 22-Apr-2002

Mark PREFERRED LABORATORY

CAL-254 United States 76/399,039 22-Apr-2002

Mark DUSER

CAL-259 United States 76/420,132 13-Jun-2002

Mark ADVENT

2. Sulzer Carbomedics Inc.

Case Number	Country	Registration Number	Filing Date
CMI-205	United States	76/362,281	24-Jan-2002
Mark TOPHAT			
CMI-248	United States	75/449,758	13-Mar-1998
Mark INVENT			
CMI-249	United States	75/449,793	13-Mar-1998
Mark SYNERGY			
CMI-271	United States	75/516,862	10-Jul-1998
Mark ORBIS			
CMI-343	United States	76/695,622	30-Apr-1999
Mark INRANGE			
CMI-348	United States	75/694,537	30-Apr-1999
Mark OXFORD			
CMI-407	United States	76/107,329	10-Aug-2000
Mark DURANOL			
CMI-408	United States	76/108,788	11-Aug-2000
Mark DURANOL			

3. Centerpulse Orthopedics Inc.

Case Number	Country	Registration Number	Filing Date
IOI-335	United States	75/718,532	01-Jun-1999
		Mark PRECEDENT	
IOI-375	United States	76/420,337	13-Jun-2002
		Mark UNISPACER	
IOI-383	United States	76/272,945	18-Jun-2001
		Mark RIDGELock	
IOI-394	United States	76/296,190	18-Jul-2001
		Mark CONVERGE	
IOI-399	United States	76/324,266	09-Oct-2001
		Mark THERMO-CLEAN	
IOI-403	United States	76/337,663	06-Nov-2001
		Mark ASCENDANT	
IOI-416	United States	76/412,117	23-May-2002
		Mark ISOVECTOR	

4. Centernpulse Spine-Tech Inc.

Case Number	Country	Registration Number	Filing Date
SPN-111	United States	78/154,274	
		Mark BAK	
SPN-168	United States	76/305,952	23-Aug-2001
		Mark TRINICA	
SPN-189	United States	76/324,267	09-Oct-2001
		Mark ACCUGRAFT	
SPN-267	United States	76/394,799	10-Apr-2002
		Mark RPX	
SPN-278	United States	76/405,036	08-May-2002
		Mark SYMMETRY	
SPN-279	United States	76/395,965	12-Apr-2002
		Mark BP	
SPN-308	United States	76/430,705	11-Jul-2002
		Mark HARMONY	
SPN-316	United States	76/431,552	11-Jul-2002
		Mark PIROUETTE	
SPN-332	United States	76/440,146	06-Aug-2002

Mark VISTA

SPN-362 United States 26-Sep-2002

Mark EQUINOX

5. Centerpulse USA Inc.

Case Number	Country	Registration Number	Filing Date
SUL-031	United States	75/349,149	29-Aug-1997

Mark A PART OF LIFE

6. CO Ltd

~~SPN- United States 74/581876 15-Jun-1993~~

~~Mark METASUL (figure)~~

SPN- United States S/N76325902 16-Oct-2001

Mark CE (figure)

SPN- United States S/N76325901 16-Oct-2001

Mark CE DEDICATED TO CONTINUOUS EDUCATION

SPN- United States S/N76199544 29-Oct-2002

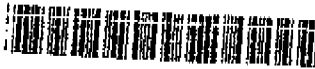
Mark ORTHOGLOBE

11-5-03

11-10-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

OFFICE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102597392

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

FINANCE SECTION

1. Name of conveying party(ies): UBS AG, Stamford Branch

- Individual(s), General Partnership, Corporation-State, Association, Limited Partnership

Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other Trademark Release Agreement, Merger, Change of Name

Execution date: October 2, 2003

2. Name and address of receiving party(ies):

Name: Centerpulse USA Inc. and others on signature pages

Internal Address:

Street Address: 12 Greenway Plaza, Suite 1000

77046-

City: Houston State: TX Zip: 1203

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Exhibit II

B. Trademark Registration No.(s) 1701609, 1700418, 1941006, 2110621, 2211609, 2207694, 2207693, 2207693 and others listed on Exhibit II

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lester Szeto, Esq.

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 90

7. Total fee (37 CFR 3.41): \$ 2265.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Phyllis Eremitaggio

Signature

November 5, 2003

Date

01/07/2003 DATE TIME 00609183-0701609g

01 FC:4521 02 FC:4522

40.00 2225.00

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK RELEASE AGREEMENT**(Trademarks, Trademark Applications)**

This Trademark Release Agreement ("Trademark Release Agreement") is made on October 2, 2003 among the entities set forth on Exhibit I attached hereto (each individually a "Pledgor," and collectively, the "Pledgors") and UBS AG, STAMFORD BRANCH, as security agent (the "Security Agent") for the Secured Parties referred to and defined in the U.S. Security Agreement (as defined below). Unless the context otherwise requires, all capitalized terms used but not defined herein have the meanings set forth in the Release Agreement or the Security Agreements (as defined therein), as applicable.

WHEREAS, The Pledgors entered into the U.S. Security Agreement dated October 29, 2002, among Centerpulse Ltd., Centerpulse Orthopedics Inc., Centerpulse Spine-Tech Inc., Centerpulse Dental Inc., Centerpulse USA Holding Co., Centerpulse USA Inc., Centerpulse Orthopedics Ltd., Sulzer Carbomedics, Inc. and the Security Agent (the "U.S. Security Agreement"), the Patent Security Agreement dated October 29, 2002, among Centerpulse Ltd., Centerpulse Orthopedics Inc., Centerpulse Spine-Tech Inc., Centerpulse Dental Inc., Centerpulse USA Holding Co., Centerpulse USA Inc., Centerpulse Orthopedics Ltd., Sulzer Carbomedics, Inc. and the Security Agent (the "Patent Security Agreement"), and the Trademark Security Agreement dated October 29, 2002, among Centerpulse Ltd., Centerpulse Orthopedics Inc., Centerpulse Spine-Tech Inc., Centerpulse Dental Inc., Centerpulse USA Holding Co., Centerpulse USA Inc., Centerpulse Orthopedics Ltd., Sulzer Carbomedics, Inc. and the Security Agent (the "Trademark Security Agreement"), pursuant to which it granted pledges over certain assets in favor of the Security Agent for the benefit of the Secured Parties (such agreements, together, the "Security Agreements");

WHEREAS, the Trademark Collateral includes each of the trademarks and trademark applications set forth on Exhibit II hereto (the "Released Trademarks");

WHEREAS, pursuant to a Release Agreement dated as of October 2, 2003 between the Pledgors and the Security Agent (the "Release Agreement"), for the benefit of the Secured Parties, is releasing to the Pledgors, among other things, the Trademark Collateral Pledged under the Security Agreements free from the security interest granted therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent, on behalf of the Secured Parties, hereby releases to the Pledgors the Trademark Collateral, including without limitation each of the Released Trademarks, free from the security interest granted under the Security Agreements.

The Security Agent hereby irrevocably appoints the Pledgors and any officer or agent thereof to file this Trademark Release Agreement with United States Patent and Trademark Office with respect to the Released Trademarks, and shall provide the Pledgors with all necessary and reasonable cooperation associated therewith.

The foregoing security interest is released in conjunction with the releases provided for in the Release Agreement. The Pledgors and the Security Agent acknowledge and affirm that their rights and remedies respecting the Trademark Collateral are more fully set forth in the Release Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Release Agreement as of the day and year first above written.

**UBS AG, STAMFORD BRANCH,
as Security Agent and Facility Agent**

CENTERPULSE LTD.

By: _____

By: _____

Name:
Title:

Name:
Title:

CENTERPULSE ORTHOPEDICS INC.

CENTERPULSE DENTAL INC.

By: Richard J. May

By: Richard J. May

Name: Richard J. May
Title: Treasurer

Name: Richard J. May
Title: Treasurer

CENTERPULSE USA HOLDING CO.

CENTERPULSE SPINE-TECH INC.

By: Richard J. May

By: Richard J. May

Name: Richard J. May
Title: Treasurer

Name: Richard J. May
Title: Treasurer

CENTERPULSE USA INC.

CENTERPULSE ORTHOPEDICS LTD

By: Richard J. May

By: _____

Name: Richard J. May
Title: Treasurer

Name:
Title:

**UBS AG, STAMFORD BRANCH,
as Security Agent and Facility Agent**

By: _____

Name:
Title:

CENTERPULSE ORTHOPEDICS INC.

By: _____

Name:
Title:

CENTERPULSE USA HOLDING CO.

By: _____

Name:
Title:

CENTERPULSE USA INC.

By: _____

Name:
Title:

CENTERPULSE LTD.

By: 

Name: Urs Kamber / Christian Stambach
Title: CFO / CLC & CRO

CENTERPULSE DENTAL INC.

By: _____

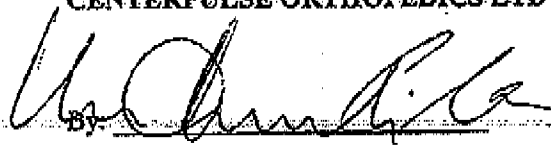
Name:
Title:

CENTERPULSE SPINE-TECH INC.

By: _____

Name:
Title:

CENTERPULSE ORTHOPEDICS LTD

By: 

Name: Urs Kamber / Christian Stambach
Title:

EXHIBIT I

PLEDGORS

CENTERPULSE LTD.
CENTERPULSE ORTHOPEDICS INC.
CENTERPULSE SPINE-TECH INC.
CENTERPULSE DENTAL INC.
CENTERPULSE USA HOLDING CO.
CENTERPULSE USA INC.
CENTERPULSE ORTHOPEDICS LTD.

EXHIBIT II

[See attached]

[London #766866 v2]