

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS 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>
Abbott Laboratories		09/10/2009	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zimmer Spine, Inc.		
<b>Street Address:</b>	7375 Bush Lake Road		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55439-2027		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77510906	CYBERSPINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(260)460-1700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	260-424-8000		
<b>Email:</b>	fwteas@bakerd.com		
<b>Correspondent Name:</b>	Stephanie A. Gumm/John F. Hoffman		
<b>Address Line 1:</b>	111 East Wayne Street		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Fort Wayne, INDIANA 46802		
<b>ATTORNEY DOCKET NUMBER:</b>	ZTI-T03201 976360-499		
<b>NAME OF SUBMITTER:</b>	Stephanie A. Gumm		
<b>Signature:</b>	/sag/		
<b>Date:</b>	09/15/2009		

CH \$40.00 77510906

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by and between Abbott Laboratories, an Illinois corporation, having a place of business at 100 Abbott Park Road, Abbott Park, Illinois 60064, (hereinafter "Assignor") and Zimmer Spine, Inc., a Delaware corporation, having a place of business at 7375 Bush Lake Road, Minneapolis, Minnesota 55439-2027, (hereinafter "Assignee").

WITNESSETH:

**WHEREAS**, Assignor desires to transfer to Assignee and Assignee desires to accept from Assignor all of Assignor's worldwide right, title and interest in, to and under the common law and registered trademark CYBERSPINE (U.S. Application No. 77/510,906) (the "Mark") and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

**NOW, THEREFORE**, Assignor, for and in exchange of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitation of every kind, all of Assignor's worldwide right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all applications, registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States of America and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor shall execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, in the format required by Assignee, to confirm Assignee's ownership of all rights pursuant to this Assignment. This Assignment shall be binding upon the successors and assigns of the Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment with an effective date of September 10, 2009.

**Abbott Laboratories**

*[Handwritten Signature]*

By: \_\_\_\_\_  
Name: Paul Yasger  
Title: Assistant Secretary

STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF LAKE

Before me, a Notary Public, in and for said County and State, personally appeared Paul D. Yager, Asst. Sec. of Abbott Laboratories, who acknowledged the execution of the foregoing Trademark Assignment for and on behalf of said company.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of September, 2009.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

Printed Name: Leanne Renae Hillesland

My County of Residence: Kenosha County

My Commission Expires: 02/09/2010

