

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK AND DOMAIN NAME ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEPUY SPINE, INC.		09/21/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	AXIAL BIOTECH, INC.		
Street Address:	2749 East Parley's Way, Suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84109		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77840578	SCOLISCORE	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco, c/o Paul Hastings LLP		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	79049.4 - DEPUY TO AXIAL		
NAME OF SUBMITTER:	Minette M. Tayco		
Signature:	/Minette M. Tayco/		
Date:	09/25/2012		

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**Total Attachments: 6**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "*Agreement*") is entered into as of September 21, 2012, by and between DEPUY SPINE, INC., an Ohio corporation having an address of 325 Paramount Drive, Raynham, MA 02767 ("*Assignor*") and AXIAL BIOTECH, INC. a Delaware corporation having an address of 2749 East Parley's Way, Suite 200, Salt Lake City, Utah 84109 ("*Assignee*").

### Recitals

WHEREAS, Assignor and Assignee are parties to that certain Termination and Waiver Agreement of even date herewith, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets (the "*Termination Agreement*"), including the trademarks and service marks listed in Exhibit A hereto (the "*Marks*") and the domain names listed in Exhibit B hereto (the "*Domain Names*"); and

WHEREAS, the Termination Agreement contemplates execution of this Agreement.

NOW THEREFORE, in consideration of mutual promises provided herein and the Termination Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows.

### Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees, if any, hereafter deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and/or service mark registration in the United States and in foreign countries in connection with the Marks, and to secure in its own name the registrations granted thereon. Assignor agrees to perform all acts deemed reasonably necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents,

including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

*"Assignor"*

**DEPUY SPINE, INC.,**  
an Ohio corporation

By: Max Rehwaldt  
Name: MAX REHWALDT  
Title: VP Worldwide Marketing

*"Assignee"*

**AXIAL BIOTECH, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: John M. Climaco  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

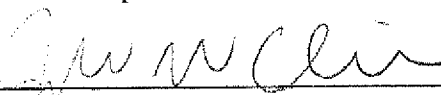
*"Assignor"*

**DEPUY SPINE, INC.,**  
an Ohio corporation

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

*"Assignee"*

**AXIAL BIOTECH, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: John M. Climaco  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

Exhibit A

Marks

Title	Serial No.	Application Date	Status
SCOLISCORE (& DESIGN)	147439000 Canada	3/24/2010	PENDING
SCOLISCORE (& DESIGN)	598817 Switzerland	10/8/2009/ 3/30/2010	REGISTERED
SCOLISCORE	598846 Switzerland	10/8/2009/ 3/30/2010	REGISTERED
SCOLISCORE	8593386 EU	10/5/2009/ 3/29/2010	REGISTERED
SCOLISCORE (& DESIGN)	8593411 EU	10/5/2009/ 3/29/2010	REGISTERED
SCOLISCORE	1324760 Australia	10/7/2009	REGISTERED
SCOLISCORE (& DESIGN)	1324567 Australia	10/6/2009	REGISTERED
SCOLISCORE (& DESIGN)	40-2009- 0048567 S. Korea	12/8/2010	REGISTERED
SCOLISCORE	40-2009- 0048569 S. Korea	12/8/2010	REGISTERED
SCOLI-SCORE	77840578 US	10/2/2009	SUSPENDED

**Exhibit B**

**Domain Names**

<b>Domain Name</b>	<b>Registrar/Registry</b>	<b>Registrant</b>	<b>Registration Date</b>	<b>Expiration Date</b>
<b>scoliscore.com</b>	<b>Network Solutions</b>	<b>Johnson &amp; Johnson</b>	<b>9/8/2008</b>	<b>9/8/2013</b>
<b>scoli.com</b>	<b>CSC Corporate Domains, Inc.</b>	<b>Johnson &amp; Johnson</b>	<b>10/7/2001</b>	<b>10/7/2012</b>