

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIBION CORPORATION		04/16/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AlterG, Inc.		
Street Address:	48438 Milmont Drive		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94538		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4284993	TIBION BIONIC LEG	
Registration Number:	4109140	TIBION	
CORRESPONDENCE DATA			
Fax Number:	6502127562		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(650) 287-2162		
Email:	info@shayglenn.com		
Correspondent Name:	MARGARET M. POWERS		
Address Line 1:	SHAY GLENN LLP 2755 CAMPUS DRIVE		
Address Line 2:	SUITE 210		
Address Line 4:	SAN MATEO, CALIFORNIA 94403		
ATTORNEY DOCKET NUMBER:	11889-600TMG		
NAME OF SUBMITTER:	Margaret M. Powers		
Signature:	/margaret m. powers/		

CH \$65.00 4284993

TRADEMARK

Date:

07/09/2013

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the “**Assignment**”) is executed, acknowledged and delivered by Tibion Corporation, Inc., a Delaware corporation (the “**Assignor**”), in accordance with, and pursuant to the terms and conditions of, the Asset Purchase Agreement dated as of April 16, 2013 (the “**Asset Purchase Agreement**”) between Assignor as Seller, and AlterG, Inc., a Delaware corporation (the “**Assignee**”), as Purchaser. Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of the following intellectual property: (1) any patents issuing on any patent applications listed in Schedule 1-A, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing listed in Schedule 1-A annexed hereto and made a part hereof (collectively, the “**Patents**”); (2) certain mark(s) registered in the United States Patent and Trademark Office and other marks not so registered (collectively, as set forth in Schedule 1-B hereto and incorporated herein by reference, the “**Assigned Marks**”) and the registration and applications for registration in the United States Patent and Trademark Office (collectively as set forth in Schedule 1-B annexed hereto and made a part hereof, the “**Trademark Registrations**”); (3) rights in, arising out of, or associated with domain names (the “**Domain Name Rights**”) and (4) copyrights, works of authorship, copyright registrations and applications therefor, including all moral rights and any other rights corresponding thereto anywhere in the world listed in Schedule 1-D annexed hereto and made a part hereof (collectively the “**Copyrights**,” and together with the Patents, the Assigned Marks, the Trademark Registrations, the Domain Name Rights, and all other Seller Intellectual Property, as defined in the Asset Purchase Agreement, the “**Intellectual Property**”)

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Intellectual Property, in the United States of America, and in its territories and dependencies and also in all countries foreign to the United States of America.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Intellectual Property, including:

(1) (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the

same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents;

(2) (i) in and to the Assigned Marks and the Trademark Registrations together with the goodwill of the business symbolized by the Assigned Marks and Trademark Registrations, throughout the world; (ii) to apply for, in any and all countries in the world, any registrations and applications for registration for the Assigned Marks and Trademark Registrations, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and (iii) in and to causes of action and enforcement rights for the Assigned Marks and Trademark Registrations including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Marks and Trademark Registrations;

(3) in and to the Domain Name Rights, including any papers for transferring the domain name registrations as required by any domain name registrar; and

(4) (i) in and to the Copyrights; (ii) in and to causes of action and enforcement rights for the Copyrights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Copyrights, and (iii) to apply in any or all countries of the world for copyrights, design rights and other artistic and literary rights for the Copyrights, including without limitation under the Paris Convention for the Protection of Industrial Property, the Berne Convention, the Universal Copyright Convention or any other convention, treaty, agreement or understanding.

Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of the Patents, Assigned Marks, Trademark Registrations, Copyrights, the Domain Name Rights, and other Seller Intellectual Property; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with the Patents, Assigned Marks, Trademark Registrations, the Domain Name Rights, Copyrights, and other Seller Intellectual Property including, but not limited to, testifying as to any facts relating to the Patents, Assigned Marks, Trademark Registrations, the Domain Name Rights, Copyrights, and other Seller Intellectual Property assigned herein and this Assignment; (3) obtaining any additional protection for the Patents, Assigned Marks, Trademark Registrations, the Domain Name Rights, Copyrights, and other Seller Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.

Assignor hereby represents, warrants and covenants that it has all rights necessary

to enter into this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

Assignor also hereby authorizes the respective copyright office or governmental agency in each jurisdiction to issue any and all copyrights, design rights and other artistic and literary rights, which may be granted upon any of the Copyrights in the name of Assignee, as the assignee to the entire interest therein. Assignor further agrees that Assignee shall have the right to alter, modify or combine the Copyrights with other works, and hereby waives any claim that any version of the Copyrights constitutes a violation of any "moral rights" or a distortion, mutilation or disparagement or contains unauthorized variations of the same.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to issues relating to the Seller Intellectual Property, if any, and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed as of this 16th day of April 2013.

ASSIGNOR:

TIBION CORPORATION

By: 

Charles Remsberg, President

SCHEDULE 1-B

Trademark	Serial Number	Filing Date	Publication Date	Registration Date	Registration Number	Status	Abandonment Date
TIBION BIONIC LEG	85502021	December 22, 2011	November 20, 2012	February 5, 2013	4284993	Live	
TIBION	78442058	June 28, 2004	September 27, 2005			Dead	January 19, 2009
TIBION	77632458	December 12, 2008	April 14, 2009	March 6, 2012	4109140	Live	
TIBION POWERKNEE	77117192	February 27, 2007	August 28, 2007			Dead	June 21, 2010