

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBI, LLC		02/28/2013	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Breg, Inc.		
Street Address:	2885 Loker Avenue East		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92010		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1790261	AOA	
Registration Number:	1923511	ASCEND	
Registration Number:	3712431	BIOCHILL	
Registration Number:	1964683	INTEGRITY	
Registration Number:	3850487	MOJO	
Registration Number:	2018141	PERFORMANCE	
Registration Number:	3765050	SCOUT	
Registration Number:	2018216	SYNTHOSPLINT	
Registration Number:	3489834	WATERSHED	
CORRESPONDENCE DATA			
Fax Number:	8585811282		
<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:	8582728705		
Email:	rbrownjd@pacbell.net		
Correspondent Name:	Rodney Brown		
Address Line 1:	3365 Baltimore Street		
Address Line 4:	San Diego, CALIFORNIA 92117		
ATTORNEY DOCKET NUMBER:	001M1312		

OP \$240.00 1790261

NAME OF SUBMITTER:	Rodney F. Brown
SIGNATURE:	/Rodney F. Brown/
DATE SIGNED:	12/11/2014
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 28, 2013 ("Effective Date") by and between **EBI, LLC**, an Indiana limited liability company with its principal office at 399 Jefferson Road, Parsippany, NJ 07054 ("Assignor"), and **Breg, Inc.**, a California corporation, with its principal office at 2885 Loker Ave. E., Carlsbad, CA 92010 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 21, 2012 (as amended or modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto and the unregistered trademarks set forth on Schedule B attached hereto, in each case together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks. Assignee shall be responsible for recording this Assignment in all applicable jurisdictions.

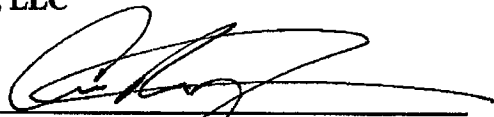
Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, testimony, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee and at Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

EBI, LLC

By: 

Name: Adam R Johnson

Title: President

Breg, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

EBI, LLC

Breg, Inc.

By: _____

By: Brad Lee

Name: _____

Name: Brad Lee

Title: _____

Title: President

SCHEDULE A – U.S. TRADEMARK REGISTRATIONS

Registration No.	Registration Date	Mark
1790261	08/31/93	AOA
1923511	10/03/95	ASCEND
3712431	11/17/09	BIOCHILL
1964683	03/26/96	INTEGRITY
3850487	09/21/10	MOJO
2018141	11/19/96	PERFORMANCE
3765050	03/23/10	SCOUT
2018216	11/19/96	SYNTHOSPLINT
3489834	08/19/08	WATERSHED

SCHEDULE B – UNREGISTERED TRADEMARKS

Mark
Alliance
Ambulite
BioIce
Cool Hand Loop
Gravity Ankle System
Gravity Cold Therapy System
MD ROM Elbow Brace
PreP Personal Rehabilitation system Protocol Program
Shoulder Wedge
System-Loc Back Brace
Ulnar Styloid Wrist Brace
Universal Gutter Splint
Link
Performance
Portal
Pro-Fitt
Quick-Fitt
Spine-Set
Tack-Free
Thumb Guard
Veil
Wrist Guard