

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Koby Ventures II, L.P.		12/04/2014	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ascension Orthopedics, Inc.		
<b>Street Address:</b>	8700 Cameron Road, Suite 100		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78754		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3503147	M METASURG	
<b>Registration Number:</b>	3474924	TI6	
<b>Registration Number:</b>	3926200	BIOMOTION	
<b>Registration Number:</b>	4172802	DIGIFUSE	
<b>Registration Number:</b>	4172799	TRUARCH	
<b>Registration Number:</b>	4530626	MEMOFIX	
<b>Registration Number:</b>	4657743	BIOFIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6092751082		
<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>			
<b>Phone:</b>	609-275-0500		
<b>Email:</b>	natalia.barreto-powell@integralife.com		
<b>Correspondent Name:</b>	Integra LifeSciences Corporation		
<b>Address Line 1:</b>	311 Enterprise Drive		
<b>Address Line 2:</b>	Attn: Law Dept./IP Group		
<b>Address Line 4:</b>	Plainsboro, NEW JERSEY 08536		
<b>NAME OF SUBMITTER:</b>	Natalia Barreto-Powell		
<b>SIGNATURE:</b>	/Natalia Barreto-Powell/		

CH \$190.00 3503147

<b>DATE SIGNED:</b>	01/09/2015
---------------------	------------

**Total Attachments: 5**

source=Trademark Assignment (Execution Copy - Fully Executed)#page1.tif

source=Trademark Assignment (Execution Copy - Fully Executed)#page2.tif

source=Trademark Assignment (Execution Copy - Fully Executed)#page3.tif

source=Trademark Assignment (Execution Copy - Fully Executed)#page4.tif

source=Trademark Assignment (Execution Copy - Fully Executed)#page5.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of December 4, 2014, by Koby Ventures II, L.P., dba Metasurg, a Texas limited partnership, with business offices located at 15115 Park Row Drive, Houston, Texas 77084 ("Assignor") for the benefit of Ascension Orthopedics, Inc., a Delaware corporation, with business offices located at 8700 Cameron Road, Suite 100, Austin, Texas 78754 ("Assignee").

### RECITALS

A. Assignor and Integra LifeSciences Corporation ("Buyer") have entered into that certain Asset Purchase Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "APA") and Buyer has assigned its right to receive this assignment to Assignee, as contemplated by Section 3.5(b) of the APA. Capitalized terms used but not defined herein shall have the meanings given to them in the APA.

B. This Trademark Assignment is an Additional Agreement pursuant to the terms of the APA.

### AGREEMENT

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Assignment of Assigned Trademarks. Assignor hereby transfers, assigns and delivers to Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks listed on Exhibit A attached hereto, including and any and all registrations, applications for registration, renewal registrations and applications for renewal registrations, extensions and foreign counterparts therefor or thereof (collectively, the "Assigned Trademarks"), together with the ongoing goodwill symbolized by the Assigned Trademarks, as well as all rights to sue for and recover and retain past and future legal or equitable relief, including damages, costs, expenses or attorneys' fees, for infringement of the Assigned Trademarks, 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 Trademark Assignment not been made.

2. Further Obligations. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts required in order to vest all Assignor's rights, title and interest in and to the Assigned Trademarks in Assignee.

3. Terms of the APA. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall prevail.

4. Choice of Law, Jurisdiction, Waiver of Jury Trial. This Trademark Assignment shall be construed, governed and interpreted in accordance with the Laws of the state of Delaware without regard to conflicts of laws principles. Assignee and Assignor each irrevocably and unconditionally: (i) agrees that any dispute arising out of this Trademark Assignment may be brought in any Chancery Court in the State of Delaware; (ii) consents to such jurisdiction; (iii) waives any objection to such venue, and (iv) waives trial by jury in any Proceeding relating to this Trademark Assignment or the transactions contemplated hereby.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first written above.

ASSIGNOR:  
KOBY VENTURES II, L.P., dba  
METASURG

By: [Signature]  
Name: PERRY FORRESTER  
Title: PRESIDENT

\*Acknowledgement

State of ) Texas  
          )  
County of ) Harris

On this 2<sup>nd</sup> day of December, <sup>2014</sup>, before me, Perry Forrester, personally appeared as, President of Koby Ventures II, L.P., dba Metasurg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



[Signature]  
Notary Public

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, Assignee has executed this Trademark Assignment as of the day and year first written above.

**ASSIGNEE:  
ASCENSION ORTHOPEDICS, INC.**

By: *Glenn Coleman*  
Name: Glenn Coleman  
Title: Chief Financial Officer

**\*Acknowledgement**

State of        )  
                  )  
County of     )

On this \_\_\_ day of \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Ascension Orthopedics, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A TO TRADEMARK ASSIGNMENT**

Jurisdiction	Trademark	Serial No.	Filing Date	Registration No.	Owner
United States	METASURG and Design	78/925,848	7/10/2006	3,503,147	Koby Ventures II, L.P.
United States	Ti (6)	77/210,355	6/20/2007	3,474,924	Koby Ventures II, L.P.
United States	BioMotion	77/662,183	2/3/2009	3,926,200	Koby Ventures II, L.P.
United States	DIGIFUSE	85/318,180	5/11/2011	4,172,802	Koby Ventures II, L.P.
United States	TRUARCH	85/318,056	5/11/2011	4,172,799	Koby Ventures II, L.P.
United States	MEMOFIX	85/840,339	2/4/2013	4,530,626	Koby Ventures II, L.P.
United States	BIOFIX	86/205,154	2/26/2014	N/A	Koby Ventures II, L.P.

Exhibit A to Trademark Assignment