

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360858

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900341295		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cytomedix Acquisition Company, LLC		10/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
Nuo Therapeutics, Inc., f/k/a Cytomedix, Inc.		10/16/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Arthrex, Inc.		
Street Address:	1370 Creekside Boulevard		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34108-1945		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2967704	ANGEL	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312.372.2000		
Email:	cvicino@mwe.com, rclagg@mwe.com		
Correspondent Name:	Carolyn M Vicino		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	89419-011 RKC/CMV		
NAME OF SUBMITTER:	Carolyn M. Vicino		
SIGNATURE:	/Carolyn M. Vicino/		
DATE SIGNED:	11/02/2015		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is effective as of October 16, 2015 and is between NUO THERAPEUTICS, INC. (f/k/a Cytomedix, Inc.), a Delaware corporation, with its principal office at 209A Perry Parkway, Suite 1, Gaithersburg, MD 20877 ("**Nuo**"), CYTOMEDIX ACQUISITION COMPANY, LLC, a Delaware limited liability company with its principal office at 209A Perry Parkway, Suite 1, Gaithersburg, MD 20877 (collectively with Nuo, the "**Assignors**") and ARTHREX, INC., a Delaware corporation, with its principal office at 1370 Creekside Boulevard, Naples, FL 34108-1945 (the "**Assignee**").

RECITALS

A. The Assignors are the owners of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "**Marks**");

B. Pursuant to the terms of that certain Amended & Restated License Agreement dated as of the date hereof by and between Nuo and the Assignee (the "**License Agreement**"), Nuo has agreed to transfer, and cause its affiliates to transfer, all of the right, title and interest in and to the Marks to the **Assignee**;

C. In connection with the License Agreement, Nuo has agreed to transfer, and cause its affiliates to transfer, substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignors desire to assign all of their right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

AGREEMENTS

For the good and valuable consideration set forth in the License Agreement, the receipt and legal sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. The Assignors do hereby assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignors' business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignors hereby request the Commissioner for Trademarks at the United States Patent and Trademark Office (the "**Commissioner**"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over

any of the Marks, to record this Trademark Assignment. The Assignors hereby further request the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the License Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the License Agreement.

4. Upon reasonable request by the Assignee, the Assignors will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks. Each Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as such Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of such Assignor, to execute any such further papers.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without reference to rules of conflicts or choice of laws.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignors and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.


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

* * *

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

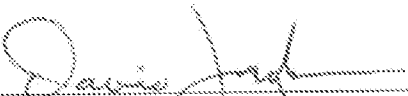
ASSIGNORS:

NUO THERAPEUTICS, INC.

By: 
Name: DAVID JORDAN
Its: CEO

Address for Notices:
209A Perry Parkway, Suite 1
Gaithersburg, MD 20877
Attention: President/CEO
Facsimile: (240) 499-269

CYTOMEDIX ACQUISITION
COMPANY, LLC

By: 
Name: DAVID JORDAN
Its: _____

Address for Notices:
209A Perry Parkway, Suite 1
Gaithersburg, MD 20877
Attention: President/CEO
Facsimile: (240) 499-269

ASSIGNEE:

ARTHREX, INC.

By: _____
Name: _____
Its: _____

Address for Notices:
1370 Creekside Boulevard
Naples, FL 34108-1945
Attn: Senior Associate General Counsel
Facsimile: (239) 552-2381

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

NUO THERAPEUTICS, INC.

By: _____
Name: _____
Its: _____

Address for Notices:
209 Perry Parkway, Suite 7
Gaithersburg, MD 20877
Attention: President/CEO
Facsimile: (240) 499-269

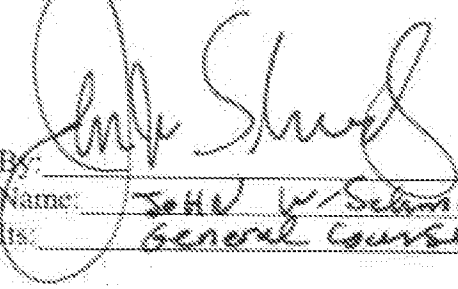
CYTOMEDIX ACQUISITION
COMPANY, LLC

By: _____
Name: _____
Its: _____

Address for Notices:
209 Perry Parkway, Suite 7
Gaithersburg, MD 20877
Attention: President/CEO
Facsimile: (240) 499-269

ASSIGNEE:

ARTHREX, INC.

By: 
Name: Seth W. Schneider
Its: General Counsel

Address for Notices:
1370 Creekside Boulevard
Naples, FL 34108-1945
Attn: Senior Associate General Counsel
Facsimile: (239) 552-2381

Schedule A

Trademark Applications and Registrations

Mark	Serial Number [Filing Date]	Registration Number [Registration Date]
ANGEL	76/496,913 (March 13, 2003)	2,967,704 (July 12, 2005)

Common Law Trademarks

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