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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM365249

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMed-TA/TD, LLC		10/20/2015	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Arthrex, Inc.			
Street Address:	370 Creekside Boulevard			
City:	laples			
State/Country:	FLORIDA			
Postal Code:	34108-1945			
Entity Type:	CORPORATION: DELAWARE			

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark		
Registration Number:	4653499	BIOSYNC TITANIUM		
Registration Number:	4629323	BIOSYNC		

CORRESPONDENCE DATA

Fax Number: 2489888363

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.

Phone: 248-988-8360

Email: tmdocket@cgolaw.com
Correspondent Name: KARIN H. BUTCHKO

Address Line 1: CARLSON, GASKEY & OLDS, P.C.

Address Line 2: 400 WEST MAPLE ROAD, SUITE 350

Address Line 4: BIRMINGHAM, MICHIGAN 48009

ATTORNEY DOCKET NUMBER:	67145-408/409TUS1
NAME OF SUBMITTER:	Karin H. Butchko
SIGNATURE:	/Karin H. Butchko/
DATE SIGNED:	12/10/2015

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of October 20, 2015, by and between SMcd-TA/TD, LLC, an Indiana Limited Liability Company, located at 5865 E. State Rd. 14, Columbia City, Indiana 46725, (the "Assignor") and Arthrex, Inc., a Delaware corporation, located at 1370 Creekside Boulevard, Naples, Florida 34108-1945 (the "Assignee").

WHEREAS, the Assignor is the owner of certain registered trademarks and pending trademark applications listed on the attached schedules together with the goodwill of the business associated therewith;

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the registered trademarks set forth on <u>Schedule A</u> (referred to as the "<u>Registered Marks</u>") to the Assignee, and the Assignee desires to acquire the Registered Marks; and

WHEREAS, the Assignor desires to withdraw its trademark applications set forth on Schedule B hereto (referred to as the "Pending Marks").

NOW THEREFORE, in consideration of the payment by the Assignee to the Assignor pursuant to the Capital Unit Purchase Agreement dated May 4, 2015, the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- 1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all right, title and interest, in and to the Registered Marks, and all of the goodwill of the business associated with the Registered Marks, together with that portion of Assignor's business to which the Registered Marks pertains, and, 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 Assignor 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. Within five (5) days of the Effective Date, and pursuant to 35 U.S.C. §2.68, Assignor agrees to withdraw the Pending Marks. Assignor also agrees not to file any trademark applications that include the word BIOSYNC or any confusingly similar terms.
- 4. Upon reasonable request by the Assignee, the Assignor 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 the Registered Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Registered Marks. 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 the Assignor's true and lawful attorney-

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

ASSIGNOR:

SMed-TA/TD, LLC

Name:

Title:

ASSIGNEE:

Arthrex, Inc.

Name: Christopher Li

Title: Serior Associate Greneral Coursel

[Signature Page to Trademark Assignment]

Schedule A

Registered Trademarks

Trademark	Owner	Application Number (Application Date)	Registration Number (Registration Date)	Goods	Status
BIOSYNC TITANTUM	SMED- TATD, LLC	85854979 (February 20, 2013)	4653499 (December 9, 2014)	Medical, surgical and orthopedic implants made of artificial materials and in significant part of titanium	Registered
BIOSYNC	SMED- TA/TD, LLC	85855280 (February 20, 2013)	4629323 (October 28, 2014)	Medical, surgical and orthopedic implants made of artificial materials	Registered

Schedule B

Pending Trademark Applications

Trademark	Owner	Application Number (Application Date)	Goods	Status
BIOSYNC-PEEK	SMED- TA/TD, LLC	85854990 (February 20, 2013)	Medical, surgical and orthopedic implants made of artificial materials and in significant part of polyetheretherketone	Pending
BIOSYNC	SMED- TA/TD, LLC 85855302 (February 20, 201		Medical, surgical and orthopedic implants made of artificial materials	Pending
BIOSYNC-RX SMED- TA/TD, LLC		85854995 (February 20, 2013)	Medical, surgical and orthopedic implants made of artificial materials	Pending

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RECORDED: 12/10/2015