

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ouroboros Medical, Inc.		04/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Integrity Implants Inc.		
Street Address:	850 Parkway		
City:	Jupiter		
State/Country:	FLORIDA		
Postal Code:	33477		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85803503	XCAGE	
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:	ipdocketmwe@mwe.com, jteitelbaum@mwe.com, cvicino@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:	95079-012 JT/CMV		
NAME OF SUBMITTER:	Carolyn M. Vicino		
SIGNATURE:	/Carolyn M. Vicino/		
DATE SIGNED:	04/26/2016		
Total Attachments: 6			
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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT (this "Agreement") is made as of April 21, 2016 between Ouroboros Medical, Inc., a Delaware corporation ("Assignor"), and Integrity Implants Inc., a Delaware corporation ("Assignee") (each, a "Party" and together, the "Parties").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignee and Assignor, dated as of the date hereof (the "Asset Purchase Agreement"), among other things, Assignor has agreed to sell, convey, deliver, transfer and assign to Assignee, free and clear of all Liens, other than Permitted Liens, at the Closing, all right, title and interest in, to and under all of the Transferred Assets, including the registered and unregistered trademarks, trade dress, trade names, logos, design rights, service marks, and all applications, registrations and renewals therefor (collectively, the "Trademarks") and registered and unregistered copyrights, works of authorship, copyrightable works (published or unpublished) and all applications and registrations therefor (the "Copyrights"), in each case, listed on Exhibit A hereto, and the goodwill symbolized by or associated with any of the foregoing (collectively, the "Assigned Trademarks and Copyrights"); and

WHEREAS, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks and Copyrights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement.
2. Assignment. Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Assigned Trademarks and Copyrights, together with the goodwill of the business symbolized by the Assigned Trademarks and Copyrights and all applications or registrations associated therewith, including common law rights.
3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Assigned Trademarks to Assignee.
4. Governing Law; Amendment. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the Parties.

5. Counterparts. This Agreement may be executed in two counterparts, both of which when executed shall be deemed to be an original but both of which when taken together shall constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Assignor has executed this Trademark and Copyright Assignment Agreement on the date set forth below.

ASSIGNOR:

OUROBOROS MEDICAL, INC.

By: Paul Birkmeyer

Name: Paul Birkmeyer

Title: President

Date: April 20, 2016

State of Massachusetts)

City of Marshfield)

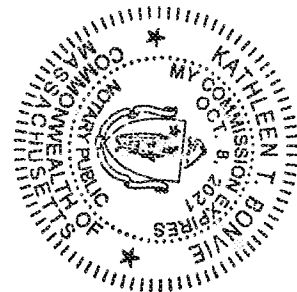
On this 20th day of April, 2016, before me personally, Paul Birkmeyer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

Kathleen T. Bonvie

Notary Public

Kathleen T. Bonvie

My Commission Expires: 10/8/2021



[Signature Page to Trademark and Copyright Assignment Agreement]

TRADEMARK

REEL: 005777 FRAME: 0988

IN WITNESS WHEREOF, the Assignee has executed this Trademark and Copyright Assignment Agreement on the date set forth below.

ASSIGNEE:

INTEGRITY IMPLANTS INC.

By:



Name: CHRIS WALSH

Title: CEO

Date: April 20, 2016

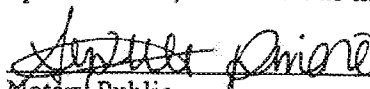
State of Florida

City of Broward

On this 20 day of April, 2016, before me personally, Chris Walsh, 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 or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.



Stephanie Pizano
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF118141
Expires 4/30/2018


Notary Public

[Signature Page to Trademark and Copyright Assignment Agreement]

TRADEMARK
REEL: 005777 FRAME: 0989

Exhibit A

Assigned Trademarks and Copyrights

US TRADEMARK APPLICATIONS

Trademark	Application No.	Filed	Registered	Owner	Status	Goods	Country
XCAGE	85/803,503	December 14, 2012		Ouroboros Medical, Inc.	Allowed July 9, 2013 Statement of use due July 9, 2016, UNEXTENDABLE	Medical and surgical apparatus and instruments.	United States

COPYRIGHTS

The following materials in which Seller claims unregistered copyright rights:

With respect to XCage:

- Presentations
- Videos
- Labeling including instructions for use
- Surgical manual