

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426921

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Carticept Medical, Inc. | | 12/29/2011 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cartiva, Inc. | | |
| Street Address: | 6120 Windward Parkway | | |
| Internal Address: | Suite 220 | | |
| City: | Alpharetta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30005 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3958276 | CARTIVA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9497609502 | | |
| <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: | 9497600404 | | |
| Email: | efiling@knobbe.com | | |
| Correspondent Name: | Knobbe, Martens, Olson & Bear, LLP | | |
| Address Line 1: | 2040 Main Street | | |
| Address Line 2: | 14th Floor | | |
| Address Line 4: | Irvine, CALIFORNIA 92614 | | |
| ATTORNEY DOCKET NUMBER: | CARTV.027T | | |
| NAME OF SUBMITTER: | Theodore G. Papagiannis | | |
| SIGNATURE: | /Theodore G. Papagiannis/ | | |
| DATE SIGNED: | 05/09/2017 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 3958276

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 29th day of December, 2011, by and between Carticept Medical, Inc., a Delaware corporation having a place of business at 6120 Windward Parkway, Suite 220, Alpharetta, GA 30005, (hereinafter referred to as "ASSIGNOR"), and Cartiva, Inc., a Delaware corporation having a place of business at 6120 Windward Parkway, Suite 220, Alpharetta, GA 30005 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Registrations worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registrations worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark(s) set forth in Schedule A; and
- (2) the Registration(s) set forth in Schedule B.

together with the goodwill symbolized by said Trademark(s), and Registration(s) concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Alpharetta, GA, this 29th day of December, 2011.

Carticept Medical, Inc.

a Delaware corporation having a place of business at 6120 Windward Parkway, Suite 220, Alpharetta, GA 30005

By: [Signature]
Name: Timothy J. Patrick
Title: President and CEO

STATE OF) Georgia
) ss.
COUNTY OF) Fulton

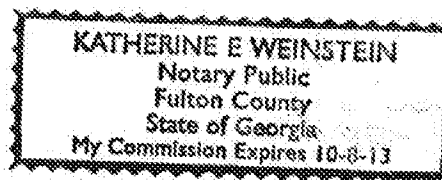
On December 29, 2011, before me, Katherine E. Weinstein notary public, personally appeared Timothy J. Patrick who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]


[Signature]
Signature



Executed at Alpharetta, GA this 29th day of December, 2011.

Cartiva, Inc.

a Delaware corporation having a place of business at 6120 Windward Parkway, Suite 220, Alpharetta, GA 30005

By: 
Name: Peter J. Pizzo, III
Title: Vice President, Finance & Chief Financial Officer

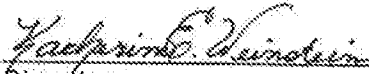
STATE OF) Georgia
) ss.
COUNTY OF) Fulton

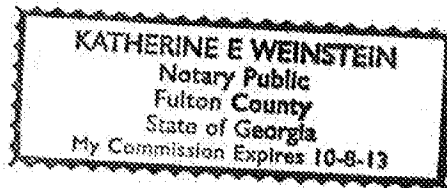
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I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]


Signature



SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: **CARTIVA**

SCHEDULE B

U.S. Federal/International Trademark Registrations:

| <u>MARK</u> | <u>COUNTRY</u> | <u>REG. NO.</u> | <u>REG. DATE</u> | <u>INTL. CLASS/GOODS</u> |
|-------------|--------------------|-----------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| CARTIVA | US | 3958276 | May 10, 2011 | 10: Artificial cartilage; orthopedic joint implants; artificial substitutes for bones, cartilage, ligaments, tendons, and joint tissue |
| CARTIVA | Australia | 1296961 | April 29, 2009 | 10: Artificial cartilage; orthopedic joint implants; artificial substitutes for bones, cartilage, ligaments, tendons, and joint tissue |
| CARVIVA | Canada | TMA805340 | August 26, 2011 | 10: Artificial cartilage; orthopedic joint implants; artificial substitutes for bones, cartilage, ligaments, tendons, and joint tissue |
| CARTIVA | European Community | 008253791 | September 16, 2010 | 10: Artificial cartilage; orthopedic joint implants; artificial substitutes for bones, cartilage, ligaments, tendons, and joint tissue |

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