

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436774

<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>
MedShape, Inc.		07/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONMED Corporation		
<b>Street Address:</b>	525 French Road		
<b>City:</b>	Utica		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13502		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3982023	ALTERA	
<b>Registration Number:</b>	3982761	EXOSHAPE	
<b>Registration Number:</b>	4391999	QUIKWHIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3152188100		
<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>	315.218.8130		
<b>Email:</b>	bskpto@bsk.com		
<b>Correspondent Name:</b>	Bond, Schoeneck & King,vPLLC		
<b>Address Line 1:</b>	One Lincoln Center		
<b>Address Line 2:</b>	Frederick JM Price		
<b>Address Line 4:</b>	Syracuse, NEW YORK 13202		
<b>ATTORNEY DOCKET NUMBER:</b>	352754		
<b>NAME OF SUBMITTER:</b>	Frederick JM Price		
<b>SIGNATURE:</b>	/Frederick JM Price/		
<b>DATE SIGNED:</b>	07/27/2017		
<b>Total Attachments: 5</b>			
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EXECUTION VERSION

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made and entered into as of July 3, 2017 (the "Effective Date") by and between MedShape, Inc., a Delaware corporation ("Assignor"), and CONMED Corporation, a New York corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), providing for the sale of the Purchased Assets (as defined in the Purchase Agreement) by Assignor to Assignee, all upon the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the intellectual property set forth on Schedule A attached hereto (the "Assigned IP"), constitutes a portion of the Purchased Assets; and

WHEREAS, Assignor and Assignee desire that Assignee acquire all of Assignor's right, title and interest in and to the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound hereby agree as follows:

1. Assignor, for good and valuable consideration, does hereby grant, bargain, sell, transfer, convey, assign, alienate, remise, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in, to and under all of the Assigned IP, together with the goodwill associated therewith and symbolized thereby, and the entire business and/or portion thereof to which the Assigned IP pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned IP, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.

2. The provisions of this Assignment and the Purchase Agreement contain the entire agreement between the parties, and they supersede all prior agreements with respect to the subject matter of this Assignment. This Assignment may not be changed or modified in any manner, and the observance of any provision of this Assignment may not be waived, except by an instrument in writing signed by the parties. In the event of conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

3. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. This Assignment shall be governed in all respects by, and construed under, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

5. This Assignment may be executed in any number of counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

*[Remainder of page left intentionally blank]*

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NAI-1502818516v3

**TRADEMARK**  
**REEL: 006115 FRAME: 0396**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as an instrument under seal as of the day and year first above written.

ASSIGNEE

CONMED Corporation

By: 

Name: Peter K. Shagory

Title: CEO, Shagory & Corporate Development

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

ss.:

COUNTY OF Onondaga

On this 3<sup>rd</sup> day of July 2017, before me, the undersigned, personally appeared Peter K. Shagory, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity as CEO of CONMED Corporation, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[NOTARY SEAL]

JENNA PHILLIPS  
Notary Public, State of New York  
No. 01PH6226936  
Qualified in New York County  
Commission Expires August 16, 2018

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as an instrument under seal as of the day and year first above written.

ASSIGNOR

MedShape, Inc.

By: 

Name: J. Kurt Jacobs

Title: President & CEO

CERTIFICATE OF ACKNOWLEDGMENT

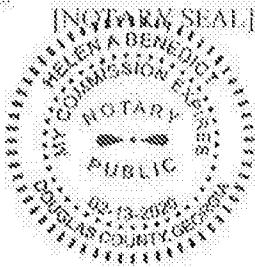
STATE OF Georgia

ss.:

COUNTY OF Douglas

On this 3rd day of July 2017, before me, the undersigned, personally appeared J. Kurt Jacobs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President & CEO of MedShape, Inc., and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.





[Signature Page to Assignment of Trademarks]

Schedule A

Trademark

Serial #

Registration #

Altera  
ExoShape  
QuikWhip

77763502  
85125012  
85826914

3982023  
3982761  
4391999

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