

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonoma Orthopedic Products, Inc.		06/30/2017	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: 10			
Property Type	Number	Word Mark	
Registration Number:	4060831	ACTIVLOC	
Registration Number:	4041708	CRX	
Registration Number:	4855018	FIBULOCK	
Serial Number:	87238748	JONES BOLT	
Registration Number:	3866106	SONOMA ORTHOPEDIC PRODUCTS	
Registration Number:	3898955	SONOMA ORTHOPEDIC PRODUCTS, INC.	
Registration Number:	4088826	TAPERBODY	
Serial Number:	85769198	VELOX	
Registration Number:	3944721	WAVIBODY	
Registration Number:	4041707	WRX	
CORRESPONDENCE DATA			
Fax Number:	2489888363		
<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:	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		

CH \$265.00 4060831

Address Line 4: BIRMINGHAM, MICHIGAN 48009

NAME OF SUBMITTER: Karin H. Butchko

SIGNATURE: /Karin H. Butchko/

DATE SIGNED: 08/28/2017

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is effective as of July 1, 2017 and is between Sonoma Orthopedic Products, Inc., a Delaware corporation (the “**Assignor**”) and Arthrex, Inc., a Delaware corporation (the “**Assignee**”).

RECITALS

A. The Assignor is the owner 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 Asset Purchase Agreement dated as of June 30, 2017 by and among the Assignor, the Assignee and certain other parties thereto (the “**Purchase Agreement**”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its 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 Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all of the Assignor’s 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 Assignor’s 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 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. The Assignor hereby requests 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 Assignor hereby further requests 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 Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

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 All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All 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-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within 5 business days of Assignee's delivery to Buyer of a written request therefor.

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. The internal law, without regard to conflicts of laws principles, of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of this Patent Assignment and the performance of the obligations imposed by this Trademark Assignment.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor 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 Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

SONOMA ORTHOPEDIC PRODUCTS, INC.

Richard Epstein
By: Richard Epstein
Its: President & CEO

United States of America)
State of IL) ss.:
County of LAKE)

On this 30th day of JUNE, 2017, before me personally came RICHARD N. EPSTEIN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



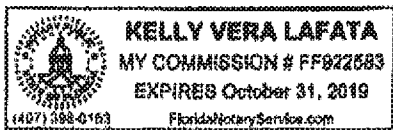
[Signature]
Notary Public

ARTHREX, INC.

[Signature]
By: Christopher Lin
Its: Deputy General Counsel

United States of America)
State of FLORIDA) ss.:
County of COLLIER)

On this 1st day of JULY, 2017, before me personally came CHRISTOPHER LIN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



[Signature]
Notary Public

Schedule A

Trademark Applications and Registrations

See attached.

Sonoma Orthopedics Trademarks

Mark	Country	App No	Filing Date	Reg No	Reg Date	Class	Goods/ Services	Due Date	Action
ACTIVLOC	US	85/008,547	4/7/2010	4,060,831	11/22/2011	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	11/22/2017	Affidavit of Use 6th year
CRX	US	85/269,781	3/17/2011	4,041,708	10/18/2011	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	10/18/2021	Renewal
FIBULOCK	US	86/588,564	4/6/2015	4,853,018	11/17/2015	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	11/17/2021	Affidavit of Use
JONES BOLT & Design	US	87/238,748	11/16/2016			10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	5/16/2017	Foreign filing
SONOMA ORTHOPEDIC PRODUCTS	Australia	1342317	1/27/2010	1342317	8/30/2010	10	Medical and surgical apparatus, orthopedic fracture repair devices	1/27/2020	Renewal
SONOMA ORTHOPEDIC PRODUCTS	Canada	1,467,401	1/28/2010	TMA807,786	9/28/2011	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices, namely, implants and splints	9/28/2026	Renewal
SONOMA ORTHOPEDIC PRODUCTS	China	8153676	3/26/2010	8153676	9/7/2012	10	Orthopedic fracture repair devices, and other medical machines and apparatus	9/6/2022	Renewal
SONOMA ORTHOPEDIC PRODUCTS	EUTM	008846594	1/29/2010	008846594	1/29/2010	10	Medical and surgical apparatus, fracture repair devices, including orthopedic fracture repair devices	1/29/2020	Renewal
SONOMA ORTHOPEDIC PRODUCTS	Hong Kong	301532006	1/27/2010	301532006	1/27/2010	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	1/26/2020	Renewal
SONOMA ORTHOPEDIC PRODUCTS	Japan	2010-7473	2/3/2010	5341840	7/30/2010	10	Orthopedic fracture repair devices, and other medical machines and apparatus.	7/30/2020	Renewal
SONOMA ORTHOPEDIC	Mexico	1074776	3/17/2010	1162317	6/17/2010	10	Medical and surgical apparatus, namely, orthopedic fracture repair	3/17/2020	Renewal

Mark	Country	App No	Filing Date	Reg No	Reg Date	Class	Goods/ Services	Due Date	Action
PRODUCTS							devices		
SONOMA ORTHOPEDIC PRODUCTS	South Korea	7713/2010	1/26/2010	862766	4/28/2011	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	4/28/2021	Renewal
SONOMA ORTHOPEDIC PRODUCTS	Taiwan	099004499	1/28/2010	1434748	10/16/2010	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	10/15/2020	Renewal
SONOMA ORTHOPEDIC PRODUCTS	US	77903.026	12/30/2009	3,866,306	10/19/2010	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	10/19/2020	Renewal
SONOMA ORTHOPEDIC PRODUCTS & Design	China	8754665	10/19/2010	8754665	7/7/2013	10	Orthopedic fracture repair devices, and other medical machines and apparatus	7/6/2023	Renewal
SONOMA ORTHOPEDIC PRODUCTS & Design	Switzerland	50819/2010	7/21/2010	604669	9/3/2010	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	7/21/2020	Renewal
SONOMA ORTHOPEDIC PRODUCTS & Design	US	77903.038	12/30/2009	3,298,933	1/4/2011	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	1/4/2021	Renewal
TAPERBODY	US	85/152,751	10/14/2010	4,088,826	1/17/2012	10	Medical and surgical apparatus, namely, orthopedic fracture repair devices	1/17/2018	Affidavit of Use 6th year
VELOX	US	85/769,198	11/1/2012			10, 41, 44	Orthopedic implants, surgical instruments...; Educational services, namely, conducting education programs in the fields of orthopedics...; Orthopedic procedures	4/21/2017	Office Action response
WAVIBODY	US	77515.003	7/3/2008	1,944,721	4/12/2011	10	Medical and surgical apparatus and instruments, namely, orthopedic fixation device used in orthopedic transplant and/or implant surgery	4/12/2017	Status check
WRX	US	85/269,744	3/17/2011	4,041,707	10/18/2011	10	Medical and surgical	10/18/2021	Renewal

Mark	Country	App No	Filing Date	Reg No	Reg Date	Class	Goods/ Services	Due Date	Action
							apparatus, namely, orthopedic fracture repair devices		