

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OSTEOMED, LLC	FORMERLY OSTEOMED SPINE, INC.	12/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WENZEL SPINE, INC.		
Street Address:	3885 ARAPAHO ROAD		
City:	ADDISON		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3958842	PRIMALOK	
CORRESPONDENCE DATA			
Fax Number:	7132384285		
<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:	713.220.4614		
Email:	jeannedunn@andrewskurth.com		
Correspondent Name:	ANDREWS KURTH KENYON LLP		
Address Line 1:	600 Travis St.		
Address Line 2:	Suite 4200		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	JEANNE E. DUNN		
SIGNATURE:	/Jeanne E. Dunn/		
DATE SIGNED:	09/07/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of the 30th day of December, 2016, from OsteoMed LLC, a Delaware limited liability company (successor in interest to OsteoMed Spine, Inc.) ("*Assignor*"), to Wenzel Spine, Inc., a Texas corporation ("*Assignee*").

WHEREAS, Assignor, with its principal place of business at 3885 Arapaho Road, Addison, Texas 75001, is the owner of the entire right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, set forth on Exhibit A hereto (collectively, the "*Trademarks*"), together with the goodwill associated with the Trademarks; and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, between Assignor and Assignee, dated on or about the date hereof (the "*Purchase Agreement*"), Assignee, with a principal place of business at 1130 Rutherford Lane, Suite 200, Austin, Texas 78753, has agreed to acquire all the rights, title, and interest in and to the Trademarks, together with the goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the consideration set forth in the Purchase Agreement, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment.

(a) Assignment of Trademarks. Assignor does hereby assign unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks in the United States and all countries throughout the world, and together with the right to sue and collect damages and/or profits for past infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.

(b) Registration of Trademarks. Assignor further authorizes the appropriate authority or authorities whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Agreement and at Assignee's expense.

(c) Further Actions. At Assignee's request, Assignor further agrees to provide reasonably requested information, to execute any and all documents necessary or desirable to properly vest full right, title and interest in and to the Trademarks throughout the world in the name of Assignee, its successors and assigns, and to perform any other reasonable acts at Assignee's expense generally necessary for Assignee to obtain, maintain, issue or enforce the Trademarks.

2. Miscellaneous.

(a) Conflict of Terms. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the representations, warranties, covenants, agreements, indemnities or other terms of the Purchase Agreement.

(b) Modifications; Headings. No modification to this Assignment shall be binding unless made in writing and signed by the parties hereto. The headings herein have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(c) Severability. To the extent that any provision, portion or extent of this Assignment is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed or deleted therefrom or limited so as to give effect to the intent of the parties hereto insofar as possible and that the remainder of this Assignment shall remain binding upon the Assignor and the Assignee. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provisions.

(d) Governing Law. This Assignment and all claims arising out of this Assignment shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of laws principles.

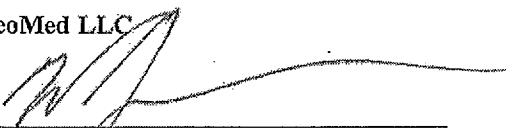
(e) Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be signed by a duly authorized representative as of the date first written above:

ASSIGNOR:

OsteoMed LLC

By: 
Name: Walter Humann
Title: President and Chief Executive Officer

State of Texas
County of Dallas

On this 27th day of December, in the year 2016, before me Kathy Ann Grice, a notary public, personally appeared Walter Humann, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

Kathy Ann Grice
Notary Public

My commission expires: 4/28/2018



[Trademark Assignment]

ASSIGNEE:

WENZEL SPINE, INC.

By: _____

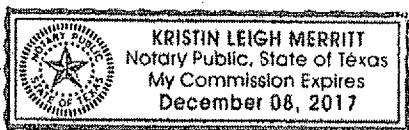
Chad Neely
President and Chief Executive Officer

State of Texas
County of Travis

On this 30th day of December, in the year 2016, before me _____, a notary public, personally appeared Chad Neely, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

Kristin Merritt
Notary Public

My commission expires: 12/01/17



Signature Page to Trademark Assignment

TRADEMARK
REEL: 006160 FRAME: 0950

Exhibit A

Country	Mark	Appl. No.	Appl. Date	Serial No. / Reg. No.	Reg. Date
US	PRIMALOK			3,958,842	5/10/11