

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM446320

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900420334		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nanotherapeutics, Inc.		08/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Amend Surgical, Inc.		
Street Address:	13859 Progress Blvd., Suite 600		
City:	Alachua, FL		
State/Country:	FLORIDA		
Postal Code:	32615		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4038864	NANOFUSE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tm@skgf.com, mtalley@skgf.com, kkeller@skgf.com, sarnold@skgf.com		
Correspondent Name:	Monica Riva Talley at SKGF P.L.L.C.		
Address Line 1:	1100 New York Avenue N.W.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	3013.0180000		
NAME OF SUBMITTER:	Monica Riva Talley		
SIGNATURE:	/Monica Riva Talley/		
DATE SIGNED:	10/06/2017		
Total Attachments: 2			
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment"), dated August 10th, 2017, is entered into by and between Nanotherapeutics, Inc., a Delaware corporation ("Assignor") and Amend Surgical, Inc., a Delaware corporation ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignor and Assignee have entered into that Amended & Restated License and Asset Purchase Agreement date with an effective date of December 7, 2015 (the "Purchase Agreement") pursuant to which Assignee acquired certain assets of Assignor, including without limitation, the trademark identified on Exhibit A (the "Assigned Mark"), the corresponding trademark applications or registrations therefor, and the goodwill of the business accrued in connection and associated therewith; and

WHEREAS, Assignor and Assignee are desirous of evidencing the assignment to Assignee of all of Assignor's right, title and interest in, to and under the Assigned Mark.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full rights, title and interests in and to the Assigned Mark, together with the goodwill of the business symbolized by said Assigned Mark and all rights appurtenant thereto, including without limitation any and all common law rights, applications, registrations, renewals or extensions in any country or locality worldwide and the right to recover damages and profits for past, present, or future infringements or unauthorized uses of the Assign Mark, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Further Assurances. Upon request of Assignee, its successors and assigns, Assignor agrees to reasonably cooperate with Assignee, its successors and assigns, and execute and deliver without further compensation any and all instruments or documents reasonably necessary or desirable to secure to Assignee, its successors and assigns, the full enjoyment of the rights and properties conveyed by this Assignment.

IN WITNESS WHEREOF, the Parties, intending to be legally bound thereby, have executed this Assignment by its duly authorized officer as of the date first written above.


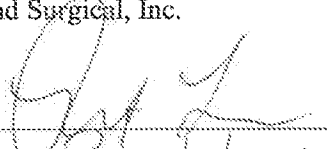
Assignor: Nanotherapeutics, Inc. By:  Name: Andras Oziotka Title: Associate General Counsel Date: 8/21/17	Assignee: Amend Surgical, Inc. By:  Name: Robert Lane Title: CEO Date: 9-5-2017
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EXHIBIT A

Trademarks:

Mark	Registration No.	Registration Date	Jurisdiction
NANOFUSE	4,038,864	October 11, 2011	U.S.