

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457474

<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>
Depuy Synthes, Inc.		12/19/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Centinel Spine, LLC		
<b>Street Address:</b>	505 Park Avenue		
<b>Internal Address:</b>	14th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1828186	PRODISC	
<b>Registration Number:</b>	3283354	PRODISC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2032865137		
<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>	(203)286-5140		
<b>Email:</b>	tram.nguyen@farberllc.com		
<b>Correspondent Name:</b>	Farber LLC		
<b>Address Line 1:</b>	Tram Anh Nguyen, Esq.		
<b>Address Line 2:</b>	4 Corporate Dr., Suite 287		
<b>Address Line 4:</b>	Shelton, CONNECTICUT 06484		
<b>NAME OF SUBMITTER:</b>	TRAM ANH NGUYEN		
<b>SIGNATURE:</b>	/Tram Anh Nguyen/		
<b>DATE SIGNED:</b>	01/10/2018		
<b>Total Attachments: 5</b>			
source=Trademark Assignment - Depuy Synthes, Inc. - US Trademarks (Executed)#page1.tif			
source=Trademark Assignment - Depuy Synthes, Inc. - US Trademarks (Executed)#page2.tif			
source=Trademark Assignment - Depuy Synthes, Inc. - US Trademarks (Executed)#page3.tif			

OP \$65.00 1828186

source=Trademark Assignment - Depuy Synthes, Inc. - US Trademarks (Executed)#page4.tif

source=Trademark Assignment - Depuy Synthes, Inc. - US Trademarks (Executed)#page5.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of December 19, 2017, and is made from Depuy Synthes, Inc., a Delaware corporation having its registered office at 700 Orthopaedic Drive, Warsaw IN 46581-0988 (the "Assignor"), to Centinel Spine, LLC, a Delaware limited liability company having a business address at 505 Park Avenue, 14<sup>th</sup> Floor, New York, New York 10022 ("Assignee").

WHEREAS, upon the terms and subject to the conditions of, the Asset Purchase Agreement dated as of August 24, 2017 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement"), between DePuy Synthes Products, Inc., a Delaware corporation having a business address at 325 Paramount Drive, Raynham, MA 02767 ("Seller") and Assignee, Seller agreed to cause the Selling Affiliates (as defined in the Asset Purchase Agreement) to sell, convey, assign and transfer to Assignee, and Assignee agreed to purchase, acquire and accept certain assets related to the Business, including the Trademarks set forth on Schedule 1 attached hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignor is the sole and exclusive owner of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.
2. Effective as of the date hereof, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all the right, title and interest of Assignor in, to and under the Assigned Trademarks, together with the goodwill pertaining thereto, all registrations, applications and renewals therefor, and all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement of the Assigned Trademarks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Assigned Trademarks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement of the Assigned Trademarks.
3. From and after the date hereof, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Assigned Trademarks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate Governmental Entities.
4. Assignor hereby authorizes Assignee to record this Assignment with the applicable foreign trademark offices or other relevant Governmental Entities.
5. For a period of up to one year after the date hereof, and for no further consideration, each of the parties hereto shall, and shall cause its Affiliates to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other

documents and instruments and take such other commercially reasonable actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in Assignee the Assigned Trademarks at Assignee's cost.

6. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify any of the terms or conditions of the Asset Purchase Agreement or any of the Ancillary Agreements and nothing herein shall constitute a waiver or release by any party to the Asset Purchase Agreement or any of the Ancillary Agreements of any liabilities, duties or obligations imposed thereby. In the event of any conflict between the provisions of this Agreement, on the one hand, and the provisions of the Asset Purchase Agreement (including all Schedules and Exhibits thereto), on the other hand, the provisions of the Asset Purchase Agreement shall control.

7. This Assignment and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto, their respective successors and permitted assigns.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by facsimile transmission or by email in portable document format ("PDF"), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

9. Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the law of the State of New York without reference to the choice of law doctrine of such state, and shall be subject to the provisions of Section 10.09 (Mediation) and Section 10.10 (Dispute Resolution) of the Asset Purchase Agreement.

10. EACH PARTY HERETO VOLUNTARILY AND IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR

DEPUY SYNTHES, INC.

By: Denise I. Moore  
Name: Denise I. Moore  
Title: Assistant Secretary

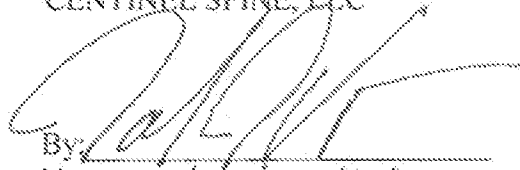
[Signature Page to Trademark Assignment - DePuy Synthes, Inc. - US Trademarks]

**TRADEMARK**  
**REEL: 006246 FRAME: 0553**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNEE

CENTINEL SPINE, LLC

A handwritten signature in black ink, appearing to read "John Visceglia", is written over a horizontal line.

By

Name: John Visceglia

Title: CEO

[Signature Page to Trademark Assignment - DePuy Synthes, Inc. - US Trademarks]

**Schedule 1**

**Assigned Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Owner</b>
<b>PRODISC</b>	UNITED STATES OF AMERICA	74/364701	1828186	DEPUY SYNTHES, INC.
<b>PRODISC &amp; DESIGN</b>	UNITED STATES OF AMERICA	76/568192	3283354	DEPUY SYNTHES, INC.