

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ortho-Trauma Bethesda, LLP		08/29/2018	Limited Liability Partnership: MARYLAND
RECEIVING PARTY DATA			
Name:	ASC Ortho Management Company, LLC		
Street Address:	10215 Fernwood Road		
Internal Address:	Suite 506		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20817		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3603842	ORTHOTRAUMABETHESDA	
CORRESPONDENCE DATA			
Fax Number:	7036108686		
<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:	703-903-9000		
Email:	ipdocketing@milesstockbridge.com		
Correspondent Name:	David R. Schaffer		
Address Line 1:	1751 Pinnacle Drive		
Address Line 2:	Suite 1500		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	112235-1		
NAME OF SUBMITTER:	David R. Schaffer		
SIGNATURE:	/David R. Schaffer/		
DATE SIGNED:	08/29/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is entered into as of August 29, 2018 (the “**Effective Date**”), by and between Ortho-Trauma Bethesda, LLP, a Maryland limited liability partnership (“**Assignor**”), in favor of ASC Ortho Management Company, LLC, a Delaware limited liability company (“**Assignee**”), pursuant to a Contribution Agreement dated August 29, 2018 (the “**Contribution Agreement**”) by and between Assignor and Assignee. Assignor and Assignee may be referred to herein individually as a “**Party**” and together as the “**Parties.**”

WHEREAS, Assignor is the owner of certain trademarks; and

WHEREAS, Assignor desires to convey, transfer, assign and deliver all of its rights in and to the Assigned Trademarks (as defined below), pursuant to the Contribution Agreement and on the terms and subject to the conditions set forth in this Assignment and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, effective as of the date first set forth above, all right, title and interest in and to the trademarks set forth on Exhibit A attached hereto (collectively, the “**Assigned Trademarks**”), together with all common law rights and associated goodwill of Assignor or the business connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademarks to its fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Assigned Trademarks.

2. Further Assurances. Assignor shall, upon the reasonable request of Assignee, take such other and further actions as are reasonably necessary to cause the foregoing assignment of the Assigned Trademarks to Assignee to be effectuated, including, without limitation, executing and delivering to Assignor any documents required to be filed with the applicable registrar(s) for the Assigned Trademarks to effectuate their administrative transfer to Assignee.

3. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any conflicts of law provisions that would apply the laws of another jurisdiction.

4. Amendments. This Assignment may not be amended, modified, supplemented or changed, in whole or in part, unless in a separate writing making specific reference to this Assignment and executed by each of the Parties.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be considered an original, and all of which, taken together, shall constitute one and the same instrument. The exchange of copies of this Assignment and of the signature pages hereto by facsimile transmission or by e-mail delivery of a "pdf" data file shall constitute effective and binding execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages thereof for all purposes.

- Signatures appear on the following page -

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

ORTHO-TRAUMA BETHESDA, LLP

By: 

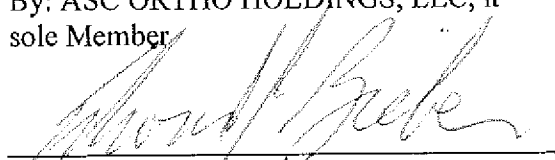
Name: Edward J. Bieber, M.D.

Title: Managing Partner

ASSIGNEE:

ASC ORTHO MANAGEMENT COMPANY, LLC

By: ASC ORTHO HOLDINGS, LLC, it
sole Member


By: Edward J. Bieber, M.D.

Title: Manager

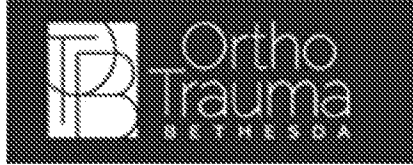
[Signature page to Trademark Assignment]

TRADEMARK
REEL: 006424 FRAME: 0347

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT**

LIST OF ASSIGNED TRADEMARKS

1. Logos:



2. Trademarks:

a.

US Federal Q1 uf 2	<u>ORTHOTRAU</u> <u>MABETHESD</u> <u>A</u> RN: 3603842 SN: 77366773	Registered 8 Accepted July 26, 2014	Bethesda-Chevy Chase Orthopaedic Associates, LLP, J. Patrick Caulfield, MD; Edward J. Bieber, MD; Ira D. Fisch, MD; Kurt C. Schluntz, MD; Andre R. Gazdag, MD; Christopher J. Cannova, MD -- All Us Citizens. (MARYLAND LIMITED LIABILITY PARTNERSHIP) 10215 Fernwood Road, Suite 506 Bethesda, Maryland 20817 United States of America	January 8, 2008	April 7, 2009	(Int'l Class: 44) medical services, namely, orthopaedic treatment, surgery and therapy
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