

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535030

<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>
RTI Surgical, Inc.		07/09/2019	Corporation: DELAWARE
Exactech, Inc.		08/02/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Exactech, Inc.		
<b>Street Address:</b>	2320 NW 66th Court		
<b>City:</b>	Gainesville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32653		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2392670	OPTEFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2016786237		
<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>	(201) 525-6237		
<b>Email:</b>	jdade@coleschotz.com		
<b>Correspondent Name:</b>	William W. Stroeveer		
<b>Address Line 1:</b>	25 Main Street		
<b>Address Line 2:</b>	Cole Schotz, P.C.		
<b>Address Line 4:</b>	Hackensack, NEW JERSEY 07601		
<b>NAME OF SUBMITTER:</b>	James J. Dade		
<b>SIGNATURE:</b>	/James J. Dade/		
<b>DATE SIGNED:</b>	08/02/2019		
<b>Total Attachments: 4</b>			
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## TRADEMARK TRANSFER AGREEMENT

This TRADEMARK TRANSFER AGREEMENT (the "Agreement"), effective on the date of signature by the final signing party (the "Effective Date"), is made by and between RTI Surgical, Inc., a Delaware corporation with an address at 11621 Research Circle, Alachua, Florida 32615 ("RTI"), and Exactech, Inc., a Florida corporation with an address at 2320 NW 66th Court, Gainesville, FL 32653 ("Exactech").

WHEREAS, RTI and Exactech are parties to a November 8, 2014 Manufacture and Distribution Agreement through which RTI and Exactech jointly own the US and EU OPTEFORM trademarks in relation to Exactech's distribution of certain implants under the agreement; and

WHEREAS, RTI now wishes to transfer to Exactech, and Exactech wishes to receive from RTI, all of RTI's right, title, and interest in and to the US and EU OPTEFORM trademarks, subject to the terms and conditions set forth herein.

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

- 1. Transfer of Trademarks.** Exactech and RTI hereby irrevocably assign, transfer, and convey to Exactech, and Exactech hereby accepts, all right, title, and interest in and to the US and EU OPTEFORM trademarks listed on Schedule 1 (the "Trademarks"), along with all of the goodwill associated with the Trademarks and the underlying business.
- 2. Further Assurances.** RTI shall execute and deliver to Exactech, at Exactech's expense, such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Exactech and suitable for filing with the United States Patent and Trademark Office (the "USPTO") and other governmental authorities in the applicable jurisdictions as reasonably necessary to record and perfect the assignment of the Trademarks, and to vest in Exactech all right, title, and interest in and to the Trademarks in accordance with applicable law. Exactech shall be responsible, at Exactech's expense, for filing the assignment, and any other documents, certificates, and instruments of conveyance with the applicable governmental authorities provided that, upon Exactech's reasonable request, and at Exactech's expense, RTI shall provide such cooperation and assistance to Exactech, and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Exactech.
- 3. Governing Law and Forum.** This Agreement, and all matters arising out of this Agreement, shall be governed by the laws of the State of Florida without regard to the conflict of laws provisions thereof. The parties consent to personal jurisdiction in the State of Florida and in the courts located in the county of Alachua, and in the United States District Court for the Northern District of Florida, in any proceedings arising out of this Agreement.
- 4. Entire Agreement.** This Agreement, including Schedule 1 attached hereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 5. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to

have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, RTI and Exactech have caused this Agreement to be executed as of the date first written above by their respective duly-authorized representatives.

RTI Surgical, Inc.

By: Jh W. R.

Name: JOSH DeRIENZIS

Title: General Counsel

Date: July 9, 2019

AGREED TO AND ACCEPTED:

Exactech, Inc.

By: Donna Edwards

Name: DONNA EDWARDS

Title: VP LEGAL

Date: 8.2.19

SCHEDULE 1  
TRADEMARKS

Mark	Jurisdiction	Registration Number	Registration Date	Description of Goods / Services
OPTEFORM	US	2392670	Oct. 10, 2000	IC 010. US 026 039 044. G & S: Surgical implants comprising biological tissue, namely, bone or cartilage implants from glues, pastes, bone preparations, bone derivatives, [ cartilage derivatives, and combinations of bone or cartilage or bone derivatives or cartilage derivatives] for filling defects in orthopedic or other surgical applications
OPTEFORM	EU	001131333	June 29, 2001	<p>□ 10 - Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopaedic articles; suture materials; orthopaedic preparations, namely, glues, pastes, solids formed from glues and pastes, bone preparations, bone derivatives, cartilage derivatives, combinations of bone or bone derivatives and other materials, eg, a solid or semi-solid product made from bone for filling defects in orthopaedic or other surgical applications.</p> <p>□ 35 - Advertising; business management; business administration; office functions.</p>

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