

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SeaSpine, Inc.		08/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SeaSpine Orthopedics Corporation		
Street Address:	5770 Armada Drive		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4561313	NANOMETALENE	
CORRESPONDENCE DATA			
Fax Number:	5025881965		
<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:	502-625-2865		
Email:	jdages@middletonlaw.com		
Correspondent Name:	Joseph R. Dages		
Address Line 1:	401 South Fourth Street		
Address Line 2:	Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Joseph R. Dages		
SIGNATURE:	/Joseph R. Dages/		
DATE SIGNED:	08/15/2019		
Total Attachments: 2			
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source=Trademark Assignment Agreement (Executed) - NANOMETALENE#page2.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“Assignment”), made, entered into, and effective as of the last date indicated below by the signatures of the parties (the “Effective Date”), is by and between **SEASPINE, INC.** (“Assignor”), a Delaware corporation, and **SEASPINE ORTHOPEDICS CORPORATION** (“Assignee”), a Delaware corporation with an address of 5770 Armada Drive, Carlsbad, California 92008.

RECITALS

A. Assignor owns the trademark **NANOMETALENE** (the “Mark”), and registrations for the Mark, namely, U.S. Reg. No. 4,561,313 registered in Class 10 for “*Surgical implants comprising artificial material; coatings sold as an integral component of implantable medical devices,*” and EU Reg. No. 013157532 registered in Class 10 for “*Surgical implants comprising artificial material; coatings sold as an integral component of implantable medical devices*” (collectively, the “Registrations”), and all rights, title, and interests in and to the Marks and the Registrations.

B. Assignor now desires to transfer and assign to Assignee, and Assignee desires to acquire from Assignor, the Marks, the Registrations, all rights, title, and interests therein and thereto, and all goodwill associated with and symbolized thereby.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants contained in this Assignment, and for other good and valuable consideration, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor: **(a)** the Marks; **(b)** the Registrations; **(c)** all rights, title, and interests in and to the Marks and the Registrations, including, without limitation, the right to use the Marks, the rights to bring and maintain any and all causes of action, claims, and demands for infringement or other violations of rights (including those incurred, accrued, or arising prior to the date of this conveyance), and the rights to pursue all remedies resulting therefrom (including those incurred, accrued, or arising prior to the date of this conveyance); and **(d)** all goodwill associated with and symbolized by the Marks.

2. COVENANT. Assignor agrees, without the need for further consideration, to cause such other lawful acts to be performed and to cause such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request, to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

3. ENTIRE AGREEMENT. This Assignment constitutes the entire understanding and agreement between the parties with regard to the subject matter of this Assignment, and this Assignment supersedes and replaces all prior or contemporaneous representations, proposals,

discussions, communications, and agreements between the parties relating to the subject matter of this Assignment, whether oral or written. The language of all parts of this Assignment shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Assignment as of the Effective Date.

SEASpine, INC.

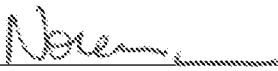
SEASpine ORTHOPEDICS CORPORATION


Name: Noreen Blanchett

Name: Noreen Blanchett

Title: Senior Corporate Counsel

Title: Senior Corporate Counsel

Signature: 

Signature: 

Date: August 13, 2019

Date: August 13, 2019