

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vilex in Tennessee, Inc.		12/31/2019	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	SQUADRON NEWCO LLC		
Street Address:	18 HARTFORD AVENUE		
City:	GRANBY		
State/Country:	CONNECTICUT		
Postal Code:	06035		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5453891	GRIPPEX	
Registration Number:	5453890	COMPTWIST	
Registration Number:	5129525	HAMMERFUZE	
Registration Number:	4984187	TALEX	
Registration Number:	4878494	TITANEX	
Registration Number:	4878493	NITINEX	
Registration Number:	4389738	FUZE	
Registration Number:	3403162	VILEX	
Registration Number:	3799363	CHI	
Registration Number:	3799362	TOV	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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:	215-851-8100		
Email:	phlipdocketing@reedsmith.com		
Correspondent Name:	MATTHEW P. FREDERICK, REED SMITH LLP		
Address Line 1:	1717 ARCH STREET, THREE LOGAN SQUARE		
Address Line 2:	SUITE 3100		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		

OP \$265.00 5453891

NAME OF SUBMITTER:	MATTHEW P. FREDERICK
SIGNATURE:	/Matthew P. Frederick/
DATE SIGNED:	04/23/2020
Total Attachments: 9 source=Vilex - Intellectual Property Assignment Agreement#page1.tif source=Vilex - Intellectual Property Assignment Agreement#page2.tif source=Vilex - Intellectual Property Assignment Agreement#page3.tif source=Vilex - Intellectual Property Assignment Agreement#page4.tif source=Vilex - Intellectual Property Assignment Agreement#page5.tif source=Vilex - Intellectual Property Assignment Agreement#page6.tif source=Vilex - Intellectual Property Assignment Agreement#page7.tif source=Vilex - Intellectual Property Assignment Agreement#page8.tif source=Vilex - Intellectual Property Assignment Agreement#page9.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made as of December 31, 2019 (the “Effective Date”), by and between Vilex in Tennessee, Inc., a Tennessee corporation (“Assignor”), and Squadron Newco LLC, a Delaware limited liability company (“Assignee”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

A. Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of December 31, 2019 (the “Purchase Agreement”), by and among (i) Assignor, (ii) Assignee, (iii) Squadron Capital LLC, a Delaware limited liability company, (iv) Orthex, LLC, a Florida limited liability company (“Orthex”), and (v) OrthoPediatics Corp., a Delaware corporation (“OrthoPediatics”), pursuant to the terms of which Assignor has agreed to sell, assign and transfer, and Assignee has agreed to purchase and accept the Purchased Assets (capitalized terms used herein but not expressly defined herein will have the meanings ascribed to such terms in the Purchase Agreement).

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Owned Intellectual Property of Assignor which are not Excluded Assets, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under certain Owned Intellectual Property which are not Excluded Assets, which includes, but is not limited to, the following:

(a) the patents and patent applications set forth on Schedule 1 hereto (if any), the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention of Paris (1883) as amended, and all other conventions, and the worldwide right to file applications for said inventions in Assignee’s own name (collectively, the “Patents”), and with a grant back from Assignee to Assignor of the rights to make, have made, use, sell, offer to sell, and import products and services covered by the claims of the Patents in accordance with the provisions of the Intellectual Property License Agreement, dated December 31, 2019, among Assignee, as licensor, and Assignor, Orthex, and OrthoPediatics, as the licensees thereunder;

(b) the trademark registrations and applications set forth on Schedule 2 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing (collectively, the "Trademarks");

(c) the copyright registrations and applications set forth on Schedule 3 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) the internet domain names set forth on Schedule 4 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, (collectively, the "Domain Names");

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Owned Intellectual Property which are not Excluded Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment 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 Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

VILEX IN TENNESSEE, INC.

By: Mark Throdahl

Name: Mark Throdahl

Title: Chief Executive Officer

ASSIGNEE:

SQUADRON NEWCO LLC

By: _____

Name: David R. Pellizon

Title: Chief Executive Officer

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

VILEX IN TENNESSEE, INC.

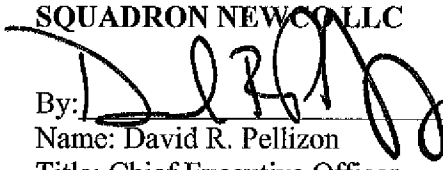
By: _____

Name: Mark Throdahl

Title: Chief Executive Officer

ASSIGNEE:

SQUADRON NEWCO LLC

By:  _____

Name: David R. Pellizon

Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 006921 FRAME: 0747




SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Applicant	Publication Number	Application Number	Title	Owner or Licensor
Vilex in Tennessee Inc.	US9980759B2	US13608732A	Intramedullary nail and nail combinations	Vilex in Tennessee Inc.
Vilex in Tennessee Inc.	US9271775B2	US12462662	Small joint fusion implant	Vilex in Tennessee Inc.
Vilex in Tennessee Inc.	US8628582B2	US11508121	Subtalar implant and methods of use thereof	Vilex in Tennessee Inc.
Vilex in Tennessee Inc.	US7959681B2	US11508119	Cannulated hemi-implant and methods of use thereof	Vilex in Tennessee Inc.
Vilex in Tennessee Inc.	US20170151061A1	US15260960A	Arthrodesis Implant and System Therefor	Vilex in Tennessee Inc.
Vilex in Tennessee Inc.	US20120022656A1	US13115637A	Cannulated Hemi-Implant and Methods of Use Thereof	Vilex in Tennessee Inc.

SCHEDULE 2

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Mark	Owner	App./Reg. No.
United States	GRIPPEX	Vilex in Tennessee, Inc.	5453891
United States	COMPTWIST	Vilex in Tennessee, Inc.	5453890
United States	HAMMERFUZE	Vilex in Tennessee, Inc.	5129525
United States	TALEX	Vilex in Tennessee, Inc.	4984187
United States	TITANEX	Vilex in Tennessee, Inc.	4878494
United States	NITINEX	Vilex in Tennessee, Inc.	4878493
United States	FUZE	Vilex in Tennessee, Inc.	4389738
United States	VILEX	Vilex in Tennessee, Inc.	3403162
United States	CHI	Vilex in Tennessee, Inc.	3799363
United States	TOV	Vilex in Tennessee, Inc.	3799362
United States		Vilex in Tennessee, Inc.	Unregistered
United States		Vilex in Tennessee, Inc.	Unregistered
Mexico		Vilex in Tennessee, Inc.	1284110
Mexico	VILEX	Vilex in Tennessee, Inc.	1284872

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

NONE

SCHEDULE 4
DOMAIN NAMES

Domain	Registrant
www.vilex.com, www.vilex.biz; www.vilex.info; and www.vilex.org	OrthoPediatrics