

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles R. Gordon		11/09/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Precision Spine Holdings, LLC		
Street Address:	2737 S. Broadway Avenue		
City:	Tyler		
State/Country:	TEXAS		
Postal Code:	75701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4561622	PRECISION SPINE CARE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	stokesb@gtlaw.com		
Correspondent Name:	Bethany A. Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	183028-010300		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		
DATE SIGNED:	06/23/2020		
Total Attachments: 3			
source=Trademark Assignment (Dr. Gordon to Precision Spine Holdings)#page1.tif			
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CH \$40.00 4561622

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of November 9, 2018, and is between Charles R. Gordon, M.D. (the "Assignor") and Precision Spine Holdings, LLC, a Delaware limited liability company, located at 2737 S. Broadway Tyler, TX 75701 (the "Assignee").

RECITALS

A. The Assignor owns the PRECISION SPINE CARE trademark (U.S. Reg. No. 4561622, registered on July 1, 2014), together with the goodwill of the business associated therewith (the "Mark");

B. Pursuant to the terms of that certain Membership Interest Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Mark to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Mark relates, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Mark to the Assignee and the Assignee desires to acquire the Mark.

AGREEMENTS

For the good and valuable consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor's business to which the Mark pertains, and all registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Mark, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner to issue any and all trademark registrations resulting from applications among the Mark or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Mark in the Assignee or which may be necessary to obtain, renew, issue or enforce the Mark.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic 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 the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

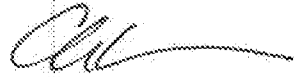
* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

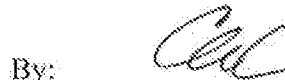
ASSIGNOR:

ASSIGNEE:

Precision Spine Holdings, LLC



Charles R. Gordon, M.D.



By:

Name: Charles R. Gordon, M.D.

Its: President

Address for Notices:

2737 S. Broadway
Tyler, TX 75701

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2737 S. Broadway
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[Signature Page to Trademark Assignment]