

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tutogen Medical, Inc.		07/17/2020	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tutogen Medical (United States), Inc.		
<b>Street Address:</b>	41, avenue George V		
<b>Internal Address:</b>	c/o Montagu Private Equity SAS		
<b>City:</b>	Paris		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	75008		
<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>	2355867	TUTOGEN MEDICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Catherine Kim		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Catherine Kim -66477.0056		
<b>NAME OF SUBMITTER:</b>	Catherine Kim		
<b>SIGNATURE:</b>	/Catherine Kim/		
<b>DATE SIGNED:</b>	07/20/2020		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of July 17, 2020 is by and between Tutogen Medical, Inc., a Florida corporation ("Assignor"), and Tutogen Medical (United States), Inc., a Florida corporation ("Assignee").

WHEREAS, RTI Surgical Holdings, Inc., a Delaware corporation ("Parent"), and Ardi Bidco Ltd., a Delaware corporation ("Buyer") have entered into an Equity Purchase Agreement dated January 13, 2020 (as amended from time to time, the "Purchase Agreement") pursuant to which Parent and its Subsidiaries (as defined in the Purchase Agreement) agreed to sell to Buyer, and Buyer desires to purchase from the Subsidiaries of Parent, all of the Securities (as defined in the Purchase Agreement); and

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Assignor desires to assign the intellectual property listed on the attached Schedule A (the "Assigned IP") to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor, to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, in and to (i) certain trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all rights in and to all income, royalties and payments now or hereafter due or payable with respect thereto, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's cost and expense, Assignor shall take such steps and actions, including the execution and delivery of any affidavits, declarations, oaths, assignments, or powers of attorney necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee.
3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
6. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

Signature Page Follows





Schedule A-Trademarks

See attached.

Schedule A to Intellectual Property Assignment Agreement

Asset Type	Name	Additional Identifying Information	Owner/Holder
Trademark	TUTOGEN MEDICAL	Country: CA; Application No.: 886219; Registration No.: 549503	TUTOGEN MEDICAL, INC.
Trademark	TUTOGEN MEDICAL	Country: EM; Application No.: 896860; Registration No.: 896860	TUTOGEN MEDICAL, INC.
Trademark	TUTOGEN MEDICAL	Country: US; Application No.: 75428106; Registration No.: 2355867	TUTOGEN MEDICAL, INC.