

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603967

<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>
Statera Spine, Inc.		07/31/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wenzel Spine, Inc.		
<b>Street Address:</b>	1130 Rutherford Lane, Suite 200		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78753		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4230313	MOTION NORMALIZER	
<b>Registration Number:</b>	4399483	VMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497200182		
<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>	949-224-6272		
<b>Email:</b>	fbhatti@buchalter.com		
<b>Correspondent Name:</b>	Farah P. Bhatti		
<b>Address Line 1:</b>	18400 Von Karman Ave., Suite 800		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	W3469-TBD		
<b>NAME OF SUBMITTER:</b>	Farah P. Bhatti		
<b>SIGNATURE:</b>	/fbhatti/		
<b>DATE SIGNED:</b>	10/20/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “*Assignment*”) is made as of the 31<sup>st</sup> day of July, 2020, from Statera Spine, Inc., a Delaware corporation (“*Assignor*”), to Wenzel Spine, Inc., a Delaware corporation (“*Assignee*”).

**WHEREAS**, Assignor, with its principal place of business at 7701 N. Lamar, Suite 100, Austin, Texas 78752, is the owner of the entire right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, set forth on **Exhibit A** hereto (collectively, the “*Trademarks*”), together with the goodwill associated with the Trademarks; and

**WHEREAS**, pursuant to the terms of that certain Asset Purchase Agreement, between Assignor and Assignee, dated on or about the date hereof (the “*Purchase Agreement*”), Assignee, with a principal place of business at 1130 Rutherford Lane, Suite 200, Austin, Texas 78753, has agreed to acquire all the Assignor’s right, title, and interest in and to the Trademarks, together with the goodwill associated with the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the consideration set forth in the Purchase Agreement, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

### 1. **Assignment.**

(a) **Assignment of Trademarks.** Assignor does hereby assign unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks in the United States and all countries throughout the world, and together with the right to sue and collect damages and/or profits for past infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.

(b) **Registration of Trademarks.** Assignor further authorizes the appropriate authority or authorities whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Agreement and at Assignee’s expense.

### 2. **Miscellaneous.**

(a) **Conflict of Terms.** In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the representations, warranties, covenants, agreements, indemnities or other terms of the Purchase Agreement.

(b) **Modifications; Headings.** No modification to this Assignment shall be binding unless made in writing and signed by the parties hereto. The headings herein have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(c) Severability. To the extent that any provision, portion or extent of this Assignment is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed or deleted therefrom or limited so as to give effect to the intent of the parties hereto insofar as possible and that the remainder of this Assignment shall remain binding upon the Assignor and the Assignee. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provisions.

(d) Governing Law. This Assignment and all claims arising out of this Assignment shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of laws principles.

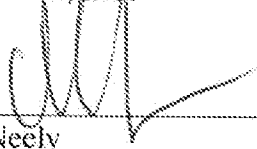
(e) Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature page follows]*



**ASSIGNEE:**

**WENZEL SPINE, INC.**

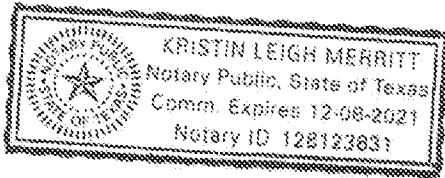
By:   
Chad Neely  
President and Chief Executive Officer

State of Texas  
County of Travis

On this 3 day of August, in the year 2020, before me Kristin Merritt a notary public, personally appeared Chad Neely, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

  
Notary Public

My commission expires: 12-08-2021



**Exhibit A**


**Trademark Registrations and Applications**

a. Registered

Trademark	Country	Application No.	Registration No.	Registration Date	Int. Classes	Trademark Status Listed Owner
MOTION NORMALIZER	United States of America	77773722	4230313	Oct 23 2012	10	Registered – STATERA
VMA	Australia	1567657	1567657	Jul 10 2013	42, 44	Registered – ORTHO KINEMATICS
VMA	Canada	1634268	TMA959660	Jan 10 2017	42, 44	Registered – ORTHO KINEMATICS
VMA	EUTM	011979341	011979341	Dec 6 2013	10, 42, 44	Registered – ORTHO KINEMATICS
VMA	United States of America	85833684	4399483	Sep 10 2013	42, 44	Registered - STATERA

b. Abandoned

Trademark	Country	Application No.	Registration No.	Registration Date	Int. Classes	Trademark Status Listed Owner
KINEGRAPH VMA	Australia	1339244	1339244	Jan 4 2010	10, 42, 44	Abandoned – ORTHO KINEMATICS
KINEGRAPH VMA	Canada	1464685			44	Abandoned – ORTHO KINEMATICS
KINEGRAPH VMA	EUTM	008738131	008738131	Jun 2 2010	10, 42, 44	Abandoned – ORTHO KINEMATICS
KINEGRAPH VMA	United States of America	77774730	4038977	Oct 11 2011	44	Abandoned – STATERA
ORTHO KINEMATICS	United States of America	77024863			10, 44	Abandoned – STATERA
OSMIA	United States of America	77176344			10, 42, 44	Abandoned – STATERA

Trademark	Country	Application No.	Registration No.	Registration Date	Int. Classes	Trademark Status Listed Owner
	United States of America	85712790			44	Abandoned – STATERA
VMA-ALIGN	Canada	1817205			42	Abandoned – ORTHO KINEMATICS
VMA-ALIGN	EUTM	016227217	016227217	Jun 2 2017	42	Abandoned – ORTHO KINEMATICS
VMA-ALIGN	United States of America	87098150			42	Abandoned – STATERA
VMA-OR	United States of America	86847015			9, 42	Abandoned – STATERA

c. Unregistered

Imaging Insights Delivered

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