

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED ORTHOPAEDIC SOLUTIONS, INC.		12/31/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ARTHREX TRAUMA, INC.		
Street Address:	1370 CREEKSIDE BLVD.		
City:	NAPLES		
State/Country:	FLORIDA		
Postal Code:	34108		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4700163	GALILEO	
CORRESPONDENCE DATA			
Fax Number:	2489888363		
<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:	2489888360		
Email:	tmdocket@cgolaw.com		
Correspondent Name:	Carlson, Gaskey & Olds, P.C.		
Address Line 1:	400 W. Maple Road, Suite 350		
Address Line 4:	Birmingham, MICHIGAN 48009		
NAME OF SUBMITTER:	Karin H. Butchko		
SIGNATURE:	/Karin H. Butchko/		
DATE SIGNED:	02/25/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of December 31, 2020, is made by Advanced Orthopaedic Solutions, Inc., a California corporation (“Seller”), and Arthrex Trauma, Inc., a Delaware corporation (“Purchaser”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of December 23, 2020, by and among Purchaser, Seller and the other parties thereto (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; 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 Asset 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;

(c) the domain names and social media accounts set forth on Schedule 3;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register

of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such commercially reasonable steps and actions, and provide such commercially reasonable cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

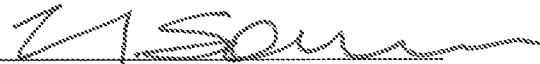
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Advanced Orthopaedic Solutions, Inc.

By: 
Name: Gary Solingen
Title: President

AGREED TO AND ACCEPTED:

Arthrex Trauma, Inc., a Delaware corporation

By: _____
Name: Reinhold Schmieding
Title: President:

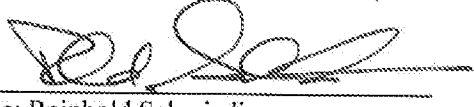
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Advanced Orthopaedic Solutions, Inc.

By: _____
Name: Gary Sohngen
Title: President

AGREED TO AND ACCEPTED:

Arthrex Trauma, Inc., a Delaware corporation

By:  _____
Name: Reinhold Schmieding
Title: President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Fixation Instrument for Treating a Bone Fracture	U.S.	8,092,454	1/10/2012
Humeral Nail	U.S.	7,232,442	6/19/2007
Trochanteric Nail with Locking Opening	U.S.	10,687,869	6/23/2020
Telescoping Bone Screw	U.S.	9,204,910	12/8/2015
Fixation Instrument for Treating a Bone Fracture	U.S.	8,702,707	4/22/2014
Variable Angle Bone Plate	U.S.	9,987,062	6/5/2018
Bone Plate System	U.S.	10,231,762	3/19/2019
Suture Passing Apparatus and Method of Using Same	U.S.	10,624,687	4/20/2020

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Telescoping Bone Screw	U.S.	14/285,216/US2014 /0336715	12/22/2011
Bone Nail	U.S.	16/258,001/US2019 /0223925	1/25/2019
Trochanteric Nail with Locking Opening	U.S.	16/899,971/US2020 /0305937	6/12/2020

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GALILEO	U.S.	4700163	3/10/2015

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
None.				

SCHEDULE 3

DOMAIN NAMES AND SOCIAL MEDIA ACCOUNTS

1. Website: www.aosortho.com
2. LinkedIn: <https://www.linkedin.com/company/advanced-orthopaedic-solutions>
3. Youtube: <https://www.youtube.com/channel/UCLcOt2bxoeL6ElilZ-VaV2w>
4. Vimeo: <https://vimeo.com/user90913953>