

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629166

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900591925

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FREEDOM INNOVATIONS, LLC		12/11/2020	Corporation:

RECEIVING PARTY DATA

Name:	PROTEOR USA, LLC
Street Address:	1236 W. Southern Avenue, Ste. 101
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85282
Entity Type:	Limited Liability Company: ARIZONA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4598321	FREEDOM AGILIX
Registration Number:	4598428	FREEDOM DYNADAPT
Registration Number:	3761231	FREEDOM INNOVATIONS
Registration Number:	3882472	FREEDOM INNOVATIONS
Registration Number:	5375770	FREEDOM KINNEX
Serial Number:	87840341	FREEDOM QUATTRO
Registration Number:	3321392	HIGHLANDER
Registration Number:	4507217	KINTERRA
Registration Number:	3321393	PACIFICA
Registration Number:	3686894	PLIÉ
Registration Number:	3321391	SIERRA

CORRESPONDENCE DATA

Fax Number: 4809949025

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.

Phone: 4809949888

Email: docketing@ngtechlaw.com

Correspondent Name: THE NOBLITT GROUP PLLC

TRADEMARK

Address Line 1: 8777 NORTH GAINEY CENTER DRIVE, STE. 175
Address Line 4: SCOTTSDALE, ARIZONA 85258

ATTORNEY DOCKET NUMBER:	10332.0011
NAME OF SUBMITTER:	David Wade Schnell
SIGNATURE:	/david wade schnell/
DATE SIGNED:	03/02/2021

Total Attachments: 9

source=Felix [Closing] - Trademark Assignment Agreement [Execution]#page1.tif
source=Felix [Closing] - Trademark Assignment Agreement [Execution]#page2.tif
source=Felix [Closing] - Trademark Assignment Agreement [Execution]#page3.tif
source=Felix [Closing] - Trademark Assignment Agreement [Execution]#page4.tif
source=Felix [Closing] - Trademark Assignment Agreement [Execution]#page5.tif
source=Felix [Closing] - Trademark Assignment Agreement [Execution]#page6.tif
source=Felix [Closing] - Trademark Assignment Agreement [Execution]#page7.tif
source=Felix [Closing] - Trademark Assignment Agreement [Execution]#page8.tif
source=Felix [Closing] - Trademark Assignment Agreement [Execution]#page9.tif

TRADEMARK ASSIGNMENT AGREEMENT

by and between

FIH GROUP HOLDINGS, LLC

FREEDOM INNOVATIONS, LLC,

PROTEOR, INC.

and

PROTEOR USA, LLC

Dated as of December 11, 2020

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”) is made and entered into as of December 11, 2020, between FIH GROUP HOLDINGS, LLC, a Delaware limited liability company (“Seller”), FREEDOM INNOVATIONS, LLC, a Delaware limited liability company, PROTEOR, INC., a Delaware corporation (“Purchaser”), and PROTEOR USA, LLC, an Arizona limited liability company (the “Purchasing Entity”).

WHEREAS, pursuant to and upon the terms of the Asset Purchase Agreement dated as of September 30, 2020 (the “Asset Purchase Agreement”), among Otto Bock HealthCare North America, Inc., a Minnesota corporation (“Parent”), Seller and Purchaser, each applicable member of the Seller Group (including the signatories to this Agreement) has agreed to sell, transfer, assign and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from each applicable member of the Seller Group (including the signatories to this Agreement), all of the Seller Group’s right, title and interest in, to and under the Trademarks identified in Appendix A hereto (the “Acquired Business Trademarks”), together with the goodwill associated therewith; and

WHEREAS, pursuant to Section 1.01 of the Asset Purchase Agreement, Purchaser has requested that the Acquired Business Trademarks be sold, transferred, assigned and delivered to the Purchasing Entity in substitution of Purchaser.

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Any term used but not defined herein shall have the meaning ascribed to it in the Asset Purchase Agreement.

SECTION 2. Assignment of the Acquired Business Trademarks. Pursuant to and upon the terms of the Asset Purchase Agreement, each applicable member of the Seller Group (including the signatories to this Agreement) hereby sells, transfers, assigns and delivers to the Purchasing Entity, and the Purchasing Entity hereby purchases, acquires and accepts from each applicable member of the Seller Group (including the signatories to this Agreement), all of the Seller Group’s right, title and interest in, to and under the Acquired Business Trademarks, together with the goodwill associated therewith.

SECTION 3. No Representations, Warranties, Covenants or Agreements. Each of Purchaser and Seller acknowledges and agrees that, except as set forth in the Asset Purchase Agreement, none of Parent, Seller Group, Purchaser nor any other person has made or makes any representation, warranty, covenant or agreement, expressed or implied, with respect to the Acquired Business Trademarks or otherwise.

SECTION 4. No Modification of Asset Purchase Agreement or Intellectual Property Agreement. This Agreement is executed and delivered in connection with the transactions contemplated by the Asset Purchase Agreement and shall be deemed to be an Ancillary Agreement within the meaning of the Asset Purchase Agreement. No provision of this Agreement shall supersede any provision in the Intellectual Property Agreement and the sale,


transfer, assignment and delivery of the Acquired Business Trademarks is made subject in all respects to the Intellectual Property Agreement. The parties hereto acknowledge that the terms of this Agreement shall be interpreted and construed in accordance with the terms of the Asset Purchase Agreement and the Intellectual Property Agreement. Nothing in this Agreement is intended, nor shall it be deemed, to modify, limit, extend or amend any of the rights or obligations of either party to the Asset Purchase Agreement or Intellectual Property Agreement.

SECTION 5. Miscellaneous. The provisions of Section 13.01 (Assignment), Section 13.02 (No Third-Party Beneficiaries), Section 13.04 (Notices), Section 13.05 (Headings; Certain Definitions; Interpretation), Section 13.06 (Counterparts), Section 13.08 (Severability; Enforcement), Section 13.09 (Governing Law), Section 13.10 (Jurisdiction), Section 13.11 (Waiver of Jury Trial), Section 13.13 (Amendments), Section 13.15 (Rescission) and Section 13.16 (Fulfillment of Obligations) of the Asset Purchase Agreement are incorporated by reference into this Agreement, *mutatis mutandis*.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

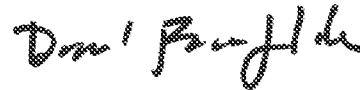
FIH GROUP HOLDINGS, LLC

by 

Name: David Reissfelder

Title: Chief Executive Officer

FREEDOM INNOVATIONS, LLC

by 

Name: David Reissfelder

Title: Chief Executive Officer

PROTEOR, INC.

by DocuSigned by:
Edouard Archambeaud

894B9904E82241F...
Name: Edouard Archambeaud
Title: President

PROTEOR USA, LLC

by

Name: E. Michambaud
Title: COO

[[3857162]]

[Signature Page to Trademark Assignment Agreement]

APPENDIX A

Acquired Business Trademarks

Country	Trademark Serial No.	Trademark Reg. No.	Mark	Owner	Filing Date	Registration Date	Duration of Validity	Status	Class and Nature of Goods Covered
US	85942624	4598321	FREEDOM AGILIX	Freedom Innovations, LLC	Mar. 24, 2013	Sep. 2, 2014	Renewal due Sep. 2, 2024	Registered	10 - Prosthetics, namely, externally affixed foot prosthetic
DE	3020130077 350.00	DE30201300 7735	FREEDOM AGILIX	Freedom Innovations, LLC	Nov. 11, 2013	Jan. 31, 2014	Renewal due Nov. 11, 2023	Registered	10 - Prosthetics, namely, externally affixed foot prosthetic
US	85959047	4598428	FREEDOM DYNADAPT	Freedom Innovations, LLC	Jun. 13, 2013	Sep. 2, 2014	Renewal due Sep. 2, 2024	Registered	10 - Prosthetics, namely, foot prosthetics
US	77800041	3761231	FREEDOM INNOVATIONS	Freedom Innovations, LLC	Aug. 7, 2009	Mar. 16, 2010	Mar. 16, 2030	Registered	010: Lower limb prostheses and medically necessary accessories, namely, liners for prostheses
US	77939371	3882472	FREEDOM INNOVATIONS	Freedom Innovations, LLC	Feb. 18, 2010	Nov. 30, 2010	Nov. 30, 2030	Registered	044: Medical services, namely, providing information by means of a website in the field of prosthetic devices
EUIPO	8482713	8482713	FREEDOM INNOVATIONS	Freedom Innovations, LLC	Aug. 10, 2009	Mar. 22, 2010	Aug. 10, 2029	Registered	010: Lower limb prostheses and medically necessary accessories
CA	1468696	TMA838610	FREEDOM INNOVATIONS	Freedom Innovations, LLC	Feb. 8, 2010	Dec. 17, 2012	Dec. 17, 2027	Registered	010: Lower limb prostheses and medically necessary accessories, namely, liners for prostheses
CN	18201926	18201926	FREEDOM INNOVATIONS	Freedom Innovations, LLC	Oct. 30, 2015	Dec. 7, 2016	Dec. 6, 2026	Registered	010: Artificial limbs
AU	1343976	1343976	FREEDOM INNOVATIONS	Freedom Innovations, LLC	Feb. 5, 2010	Jun. 18, 2010	Feb. 5, 2030	Registered	010: Lower limb prostheses and medically necessary accessories, namely, liners for prostheses
JP	2010-008604	5386989	FREEDOM INNOVATIONS	Freedom Innovations, LLC	Feb. 5, 2010	Jan. 28, 2011	Jan. 28, 2021	Registered	010: Prostheses, accessories for prostheses, medical equipment for medical use
BR	830527184		FREEDOM INNOVATIONS	Freedom Innovations, LLC	Feb. 5, 2010	Opposed	Undetermined	Pending/Opposed	010: Lower limb prostheses and medically necessary accessories, namely, liners for

Country	Trademark Serial No.	Trademark Reg. No.	Mark	Owner	Filing Date	Registration Date	Duration of Validity	Status	Class and Nature of Goods Covered
US	86796009	5375770	FREEDOM KINNEX	Freedom Innovations, LLC	Oct. 22, 2015	Jan. 9, 2018	Renewal due Jan. 9, 2028	Registered	prostheses 10 - Prosthetic systems, namely, a system comprised of a foot module and an ankle module
Madrid	1310810	1310810	FREEDOM KINNEX	Freedom Innovations, LLC	Apr. 22, 2016	Sep. 29, 2016	Renewal due Apr. 22, 2026	Registered	10 - Prosthetic systems, namely, a system comprised of a foot module and an ankle module
EUIPO	1310810	1310810	FREEDOM KINNEX	Freedom Innovations, LLC	Apr 22, 2016	Sep 29, 2016	Renewal due Apr. 22, 2026	Registered	10 - Prosthetic systems, namely, a system comprised of a foot module and an ankle module
Norway	201611104	1310810	FREEDOM KINNEX	Freedom Innovations, LLC	Apr 22, 2016	Apr 7, 2017	Renewal due Apr. 22, 2026	Registered	10 - Prosthetic systems, namely, a system comprised of a foot module and an ankle module
US	87840341		FREEDOM QUATTRO	Freedom Innovations, LLC	Mar. 19, 2018	Pending	Pending	Pending	10 - Prosthetics, namely, prosthetic knees
EUIPO	017955282		FREEDOM QUATTRO	Freedom Innovations, LLC	Sep. 13, 2018	Opposed	Pending	Opposed	10 - Prosthetics, namely, prosthetic knees
US	78846960	3321392	HIGHLANDER	Freedom Innovations, LLC	Mar. 27, 2006	Oct. 23, 2007	Renewal due Oct. 23, 2027	Registered	10 - Prostheses for foot
US	85812358	4507217	KINTERRA	Freedom Innovations, LLC	Dec. 28, 2012	Apr. 1, 2014	Renewal due Apr. 1, 2024	Registered	10 - Prosthetics, namely, foot and ankle prosthetics
EUIPO	11488095	11488095	KINTERRA	Freedom Innovations, LLC	Jan. 15, 2013	Jun. 10, 2013	Renewal due Jan. 15, 2023	Registered	10 - Orthopaedic prostheses; joint, limb and knee prosthesis; prosthetic foot and ankle system; prosthetics, namely, foot and ankle prosthetics
US	78846965	3321393	PACIFICA	Freedom Innovations, LLC	Mar. 27, 2006	Oct. 23, 2007	Renewal due Oct. 23, 2027	Registered	10 - Prostheses for foot
US	77412591	3686894	PLIE	Freedom Innovations, LLC	Mar. 4, 2008	Sept. 22, 2009	Renewal due Sep. 22, 2029	Registered	10 - Prostheses for knee, particularly, externally fit prosthetic as replacement for organic knees
EUIPO	007204399	007204399	PLIE	Freedom Innovations, LLC	Sept. 3, 2008	Nov. 24, 2009	Renewal due Sep. 3, 2028	Registered	10 - Prostheses for knee, particularly, externally fit prosthetic as replacement for organic knees; prosthetic devices; prosthetic implants; orthopaedic joint implants;

Country	Trademark Serial No.	Trademark Reg. No.	Mark	Owner	Filing Date	Registration Date	Duration of Validity	Status	Class and Nature of Goods Covered
									prosthetic apparatus; prosthetic sockets used to fasten prosthetic limbs to the body; surgical instruments for use in orthopaedic surgery; medical devices for treating orthopaedic injury and trauma; orthopaedic plates and screws; but not including flexible roll boards for moving persons into wheelchairs or rolling discs for moving persons into wheelchairs 16 - Printed educational and informational materials on the subjects of prosthetics, prosthetic surgery, orthopaedics and orthopaedic surgery 044 - Consultancy services relating to prosthetic implants; fitting of prosthetic devices; providing information in the field of prosthetics, prosthetic surgery, orthopaedic implants and orthopaedic surgery; providing information via the internet relating to prosthetics, prosthetic surgery, orthopaedics and orthopaedic surgery 10 - Prosthesis for foot
US	78846957	3321391	SIERRA	Freedom Innovations, LLC	Mar. 27, 2006	Oct. 23, 2007	Oct. 23, 2027	Registered	

[[3857162]]