

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medtronic, Inc.		09/25/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Companion Spine, LLC		
Street Address:	505 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75772987	BRYAN	
Serial Number:	75577522	X-STOP	
CORRESPONDENCE DATA			
Fax Number:	2032865137		
<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:	2032865140		
Email:	jenn.welborn@farberllc.com		
Correspondent Name:	FARBER LLC		
Address Line 1:	4 CORPORATE DRIVE		
Address Line 2:	SUITE 287		
Address Line 4:	SHELTON, CONNECTICUT 06484		
NAME OF SUBMITTER:	Tram Anh Nguyen		
SIGNATURE:	/Tram Anh Nguyen/		
DATE SIGNED:	03/23/2021		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of September 25, 2020, and is made from **Medtronic, Inc.**, a Minnesota corporation ("Assignor") having an address of Operations Headquarters, 710 Medtronic Parkway, Minneapolis, Minnesota 55432-5604, and the Seller Affiliates to **Companion Spine, LLC**, a Delaware limited liability company ("Assignee") having an address of 505 Park Avenue, 14th Floor, New York, New York 10022.

WHEREAS, upon the terms and subject to the conditions of the Asset Purchase Agreement dated as of September 25, 2020 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement") between Medtronic, Inc., a Minnesota corporation ("Seller") and Companion Spine, LLC, a Delaware limited liability company ("Buyer"), and consistent with Schedule 2.1(a)(iv) of Exhibit A, Disclosure Letter to the Asset Purchase Agreement dated as of September 25, 2020 (as amended, modified or supplemented from time to time, the "Disclosure Letter"), delivered in connection with the Asset Purchase Agreement, Seller agreed to cause the Seller Affiliates (as defined in Schedule A of the Asset Purchase Agreement and Disclosure Letter) to sell, convey, assign and transfer to Buyer, and Buyer agreed to purchase, acquire and accept certain assets related to the Product Lines, including the Trademarks identified on Schedule 1 attached hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

2. Effective as of the date hereof, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all the right, title and interest of Assignor in, to and under the Assigned Trademarks, together with the goodwill pertaining thereto, any and all common law rights thereof, all registrations, applications and renewals therefor, and all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement of the Assigned Trademarks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Assigned Trademarks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement of the Assigned Trademarks.

3. From and after the date hereof, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Assigned Trademarks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate Governmental Entities.

4. Assignor hereby authorizes and requests the applicable trademark offices or other relevant Governmental Entities to record this Assignment and issue such additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors or assigns solely in connection with the Assigned Trademarks.

5. From time to time, each of the parties hereto shall, and shall cause its Affiliates to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in Assignee the Assigned Trademarks at Assignee's cost.

6. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify any of the terms or conditions of the Asset Purchase Agreement or any of the Ancillary Agreements and nothing herein shall constitute a waiver or release by any party to the Asset Purchase Agreement or any of the Ancillary Agreements of any liabilities, duties or obligations imposed thereby. In the event of any conflict between the provisions of this Assignment, on the one hand, and the provisions of the Asset Purchase Agreement (including all Schedules and Exhibits thereto), on the other hand, the provisions of the Asset Purchase Agreement shall control.

7. This Assignment and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto, their respective successors and permitted assigns.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by facsimile transmission or by email in portable document format ("PDF"), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

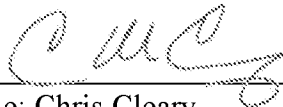
9. Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state, and shall be subject to the provisions of Section 11.6 (Governing Law and Dispute Resolution) of the Asset Purchase Agreement.

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IN WITNESS WHEREOF, Assignor, its Seller Affiliates, and Assignee have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR

MEDTRONIC, INC.

By: 
Name: Chris Cleary
Title: Vice President

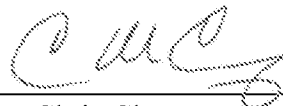
SELLER AFFILIATE

MEDTRONIC HOLDING COMPANY SÀRL

By: _____
Name:
Title:

SELLER AFFILIATE

WARSAW ORTHOPEDIC, INC.

By: 
Name: Chris Cleary
Title: Vice President

IN WITNESS WHEREOF, Assignor, its Seller Affiliates, and Assignee have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR

MEDTRONIC, INC.

By: _____
Name: Chris Cleary
Title: Vice President

SELLER AFFILIATE

MEDTRONIC HOLDING COMPANY SÀRL

DocuSigned by:
By: 
Name: Marja Dahlman
Title: Director

SELLER AFFILIATE

WARSAW ORTHOPEDIC, INC.

By: _____
Name: Chris Cleary
Title: Vice President

ASSIGNEE

COMPANION SPINE, LLC

By: 

Name: Anthony G. Viscogliosi

Title: Executive Chairman

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 007239 FRAME: 0014

Schedule 1

Assigned Trademarks

Mark Name	Mark Type	Country	Status	Application Number
A-MAV	Word - Block Letters	Australia	Registered	997328
A-MAV	Word - Block Letters	Canada	Registered	1213454
A-MAV	Word - Block Letters	European Union	Registered	003776382
A-MAV	Word - Block Letters	United States of America	Abandoned	78/397796
A-MAV	Word - Block Letters	Japan	Lapsed	2004-34087
A-MAV	Word - Block Letters	China	Lapsed	4490216
APERIUS	Word - Block Letters	Australia	Registered	1156374
APERIUS	Word - Block Letters	Argentina	Abandoned	2724522
APERIUS	Word - Block Letters	Brazil	Registered	828948437
APERIUS	Word - Block Letters	Canada	Abandoned	1331660
APERIUS	Word - and Device	China	Registered	5885820
APERIUS	Word - Block Letters	Colombia	Abandoned	07005213
APERIUS	Word - Block Letters	European Union	Registered	005234885
APERIUS	Word - Block Letters	Hong Kong	Registered	300798850
APERIUS	Word - Block Letters	Chile	Registered	759540
APERIUS	Word - Block Letters	Switzerland	Registered	200750546
APERIUS	Word - Block Letters	Japan	Abandoned	002295/2007
APERIUS	Word - Block Letters	Korea, Republic of (KR)	Abandoned	40-2007-2721
APERIUS	Word - Block Letters	Mexico	Registered	986745
APERIUS	Word - Block Letters	Norway	Abandoned	200700660
APERIUS	Word - Block Letters	New Zealand	Registered	762102
APERIUS	Word - Block Letters	Singapore	Registered	T07014861
APERIUS	Word - Block Letters	Turkey	Registered	2007/001530
APERIUS	Word - Block Letters	Taiwan	Abandoned	096003075
APERIUS	Word - Block Letters	United States of America	Lapsed	78/935137
APERIUS	Word - Block Letters	Thailand	Registered	651118
APERIUS (Stylized)	Word - Stylised Letters	United States of America	Lapsed	78/960058
BRYAN	Word - Block Letters	United States of America	Registered	75/772987
BRYAN	Word - and Device	China	Registered	4490202
BRYAN ACCEL	Word - Block Letters	Australia	Lapsed	1026405
BRYAN ACCEL	Word - Block Letters	Canada	Registered	1235182
BRYAN ACCEL	Word - Block Letters	United States of America	Lapsed	78/426197
BRYAN ACCEL	Word - Block Letters	European Union	Lapsed	004103222
BRYAN ACCEL	Word - Block Letters	Japan	Lapsed	2004-97956
BRYAN CERVICAL DISC SYSTEM (Stylized)	Word - Stylised Letters	United States of America	Lapsed	76/262223
DIAM	Word - Block Letters	Australia	Registered	1136011
DIAM	Word - Block Letters	China	Abandoned	4490215
DIAM	Word - Block Letters	Canada	Registered	1316792
DIAM	Word - Block Letters	Japan	Registered	85931/2006
DIAM	Word - Block Letters	European Union	Registered	009398769
DIAM	Word - Block Letters	United States of America	Abandoned	78/973,615
DIAM	Word - Block Letters	Korea, Republic of (KR)	Registered	40-2006-47504

Schedule 1 (cont'd)

D-MAV	Word - Block Letters	Australia	Lapsed	997329
D-MAV	Word - Block Letters	Canada	Abandoned	1213452
D-MAV	Word - Block Letters	United States of America	Abandoned	78/397815
D-MAV	Word - Block Letters	Japan	Lapsed	2004-34090
D-MAV	Word - Block Letters	European Union	Lapsed	003776424
IPD	Word - Block Letters	United States of America	Lapsed	76/162259
L-MAV	Word - Block Letters	Australia	Lapsed	997330
L-MAV	Word - Block Letters	Canada	Abandoned	1213451
L-MAV	Word - Block Letters	Japan	Lapsed	2004-34091
L-MAV	Word - Block Letters	United States of America	Abandoned	78/397822
L-MAV	Word - Block Letters	European Union	Lapsed	003776457
MAV	Word - Block Letters	Australia	Registered	997335
MAV	Word - Block Letters	European Union	Registered	003776374
MAV	Word - Block Letters	Canada	Abandoned	1213456
MAV	Word - Block Letters	Japan	Lapsed	2004-34086
MAV	Word - Block Letters	United States of America	Abandoned	78/397778
O-MAV	Word - Block Letters	Australia	Registered	997327
O-MAV	Word - Block Letters	Canada	Abandoned	1213450
O-MAV	Word - Block Letters	European Union	Registered	003776391
O-MAV	Word - Block Letters	Japan	Lapsed	2004-34088
O-MAV	Word - Block Letters	United States of America	Abandoned	78/397803
R-MAV	Word - Block Letters	European Union	Lapsed	003776473
R-MAV	Word - Block Letters	Japan	Lapsed	2004-34092
R-MAV	Word - Block Letters	Canada	Abandoned	1213449
R-MAV	Word - Block Letters	Australia	Lapsed	997331
R-MAV	Word - Block Letters	United States of America	Abandoned	78/397825
S-MAV	Word - Block Letters	Australia	Lapsed	997332
S-MAV	Word - Block Letters	European Union	Lapsed	003776507
S-MAV	Word - Block Letters	Japan	Lapsed	2004-34093
S-MAV	Word - Block Letters	Canada	Abandoned	1213455
S-MAV	Word - Block Letters	United States of America	Abandoned	78/397830
T-MAV	Word - Block Letters	Australia	Lapsed	997326
T-MAV	Word - Block Letters	Canada	Abandoned	1213453
T-MAV	Word - Block Letters	European Union	Lapsed	003776416
T-MAV	Word - Block Letters	Japan	Lapsed	2004-34089
T-MAV	Word - Block Letters	United States of America	Abandoned	78/397813
X-STOP	Word - Block Letters	United States of America	Registered	75/577,522
X-STOP	Word - Block Letters	Australia	Registered	918311
X-STOP	Word - Block Letters	Canada	Abandoned	1145574
X-STOP	Word - Block Letters	Canada	Registered	7888081
X-STOP	Word - Block Letters	European Union	Registered	002764124
X-STOP	Word - Block Letters	Mexico	Cancelled	765554
X-STOP	Word - Block Letters	Korea	Registered	4005705600000
X-STOP	Word - Block Letters	United States of America	Registered	2695631
X-STOP	Word (Stylized)	Japan	Registered	4664902
X-STOP and Design	Word & Device	United States of America	Lapsed	76/423051
X-STOP and Design	Word & Device	Mexico	Lapsed	554978
X-STOP and Design	Word & Device	Australia	Registered	918099
X-STOP and Design	Word & Device	Canada	Abandoned	1145575
X-STOP and Design	Word & Device	Canada	Registered	1431871

Schedule 1 (cont'd)

X-STOP and Design	Word & Device	China	Registered	3232581
X-STOP and Design	Word & Device	European Union	Registered	002802247
X-STOP and Design	Word & Device	Japan	Lapsed	2002-054604
X-STOP and Design	Word & Device	Korea, Republic of (KR)	Lapsed	40-2002-0030299
X-STOP and Design	Word & Device	European Union	Cancelled	002802312
X-STOP and Design	Word & Device	Korea	Cancelled	40057055-800000
X-STOP and Design	Word & Device	Japan	Cancelled	4662669
SF Circle Logo	Word & Device	United States of America	Lapsed	75/921686
SF Circle Logo	Word and device	United States of America	Lapsed	76/134229
SF Circle Logo	Word and device	Japan	Lapsed	2000-105903
SF X-STOP Design	Word and device	Australia	Lapsed	918098
SF X-STOP Design	Word and device	Canada	Lapsed	1145576
SF X-STOP Design	Word and device	China	Lapsed	3232578
SF X-STOP Design	Word and device	Korea	Lapsed	570558
SF X-STOP Design	Word and device	Japan	Lapsed	2002-054605
SF X-STOP Design	Word and device	Mexico	Lapsed	557122
SF X-STOP Design	Word and device	United States of America	Lapsed	76/423052
SF X-STOP PK and Design	Word and device	United States of America	Lapsed	78/396720
X STOP PK	Word – Block Letters	European Union	Registered	003663325
X STOP PK	Word – Block Letters	United States of America	Lapsed	78/395720