

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Additive Orthopaedics, LLC		05/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Paragon Advanced Technologies, Inc.		
Street Address:	14445 GRASSLANDS DRIVE		
City:	ENGLEWOOD		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5087865	ADDITIVE ORTHOPAEDICS	
Registration Number:	5971616	GAME PLAN	
Registration Number:	5886768	LATTI-STRUCTURE	
Registration Number:	6300854	DEATHSTAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5184525600		
Email:	sandy.obrien@hrfmlaw.com		
Correspondent Name:	John W. Boger		
Address Line 1:	5 Columbia Circle		
Address Line 2:	Heslin Rothenberg Farley & Mesiti P.C.		
Address Line 4:	Albany, NEW YORK 12203		
NAME OF SUBMITTER:	John W. Boger		
SIGNATURE:	/John W. Boger/		
DATE SIGNED:	06/10/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”) is entered into this 28th day of May 2021, by and between Additive Orthopaedics, LLC, a Delaware limited liability company (the “Assignor”) and Paragon Advanced Technologies, Inc., a Delaware corporation (the “Assignee”).

WHEREAS, Assignor is the registered owner of the patents and patent applications listed on Schedule A attached hereto (the “Assigned Patents”); and

WHEREAS, Assignor is the registered owner of the trademarks listed on Schedule B attached hereto (the “Assigned Marks”); and

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”) pursuant to which, inter alia, Assignee is acquiring from Assignor, and Assignor is selling and transferring to Assignee, all of Assignor’s right, title and interest in and to the Assigned Patents and Assigned Marks.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment of Trademarks.** Assignor hereby assigns, conveys, transfers, sets over and delivers unto Assignee, and Assignee, irrevocably and exclusively throughout the world, hereby accepts and assumes from Assignor, all of Assignor’s right, title, and interest in and to each of the Assigned Marks, and any other rights which Assignor may have acquired with respect thereto pursuant to common law or any other law, including all goodwill associated therewith and symbolized thereby, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, dilution or misappropriation of such Assigned Marks, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Assigned Marks, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Assigned Marks. The Assigned Marks are being assigned as part of the entire business or portion thereof to which the Assigned Marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
2. **Assignment of Patents.** Assignor hereby assigns, conveys, transfers, sets over and delivers unto Assignee, and Assignee, irrevocably and exclusively throughout the world, hereby accepts and assumes from Assignor, all of Assignor’s right, title, and interest in and to each of the Assigned Patents, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the subject matter of the Assigned Patents, and to any continuation, continuation-in-part, division, renewal, extension, substitution, re-examination or reissue thereof or any legal equivalent in the United States or a foreign country for the full term or terms for which the same may be granted, including the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Patents, the right to prosecute, maintain and defend the Patents before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringements, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of

whether such rights are currently exercisable) related to such Assigned Patents. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

3. **Recordation**. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Assigned Marks and the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.
4. **Terms of the Purchase Agreement**. Each of Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded or amended hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.
5. **Electronic Signatures**. This Assignment may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. This Assignment, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format or any electronic signature complying with the U.S. ESIGN Act of 2000, e.g. www.docuSign.com, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed by their respective duly authorized representatives as of the day and year written above.

ASSIGNOR:

Additive Orthopaedics, LLC

By: ^{DocuSigned by:} Greg Kowalczyk
Name: Greg Kowalczyk
Title: President and Chief Executive Officer

ASSIGNEE:

Paragon Advanced Technologies, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed by their respective duly authorized representatives as of the day and year written above.

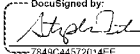
ASSIGNOR:

Additive Orthopaedics, LLC

By: _____
Name: Greg Kowalczyk
Title: President and Chief Executive Officer

ASSIGNEE:

Paragon Advanced Technologies, Inc.

By:  _____
Name: Steve Deitsch
Title: Secretary and Treasurer

Schedule A to Intellectual Property Assignment Agreement

Patents and Patent Applications

Title	Application Number	Application Filing Date	U.S. Patent Number	Patent Issue Date
Issued Patents				
Bone Fixation Device and Method of Use	15/585,441	May 3, 2017	10,426,626	October 1, 2019
Patent Applications				
Bone Fixation Devices	15/614,423	June 5, 2017		
Bone Fixation Devices	16/268,074	February 5, 2019		
Talus Implant	16/672,505	November 3, 2019		
Talus Formation and Implantation Method	17/036,485	September 29, 2020		
Whole Talus Implant and Method	63/068,182	August 20, 2020		
Implant for Focal Talus Defects and Method	63/068,425	August 21, 2020		
Bone Fixation Device and Method of Use	15/665,097	July 31, 2017		

Schedule B to Intellectual Property Assignment Agreement

Trademarks

Title	Application Number	Application Filing Date	Registration Number	Registration Date
Additive Orthopaedics	86/737,299	August 26, 2015	5,087,865	November 22, 2016
Game Plan	88/477,614	June 18, 2019	5,971,616	January 28, 2020
LatTi-Structure	88/135,746	September 28, 2018	5,886,768	October 15, 2019
DeathStar	90/104,387	August 10, 2020	6,300,854	March 23, 2021