

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exactech, Inc.		06/24/2021	Corporation:
RECEIVING PARTY DATA			
Name:	RTI Surgical, Inc.		
Street Address:	11621 Research Circle		
City:	Alachua		
State/Country:	FLORIDA		
Postal Code:	32615		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3174560	OPTECURE	
Registration Number:	4827625	ENTICE	
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:	3127758000		
Email:	rdicerbo@mcandrews-ip.com		
Correspondent Name:	Ronald A DiCerbo		
Address Line 1:	500 W Madison		
Address Line 2:	34th Floor		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Ronald A DiCerbo		
SIGNATURE:	/RAD/		
DATE SIGNED:	06/30/2021		
Total Attachments: 12			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made as of June 24, 2021 (this "Assignment") by **Exactech, Inc.**, a Florida corporation located at 2320 North West 66th Court, Gainesville, Florida 32653 USA ("Assignor"), in favor of **RTI Surgical, Inc.**, a Delaware corporation located at 11621 Research Circle, Alachua, Florida 32615 USA ("Assignee"), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement between Assignor and Assignee dated as of June 24, 2021 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain Intellectual Property Assets of Assignor, including the trademarks identified in the table below (the "Marks") and corresponding trademark registrations (the "Trademark Registrations");

Trademark	Country	Registration No.	Goods
OPTECURE	Argentina	2122085	(Int'l Class: 05) Biological materials of human origin and/or synthetic for use in orthopedic and dental procedures of restoration and rebuilding bone.
OPTECURE	Australia	1041647	(Int'l Class: 05) Human derived and/or synthetic biological materials for use with orthopedic and dental bone restoration and reconstruction procedures
OPTECURE	Brazil	827161409	(Int'l Class: 05) synthetic human biological material and / or derivative for use in reconstructive and restorative procedures of dental and orthopedic bones.
OPTECURE	Canada	TMA822792	(Int'l Class: 5, 10) Human derived and/or synthetic biological materials, namely implants, for use with orthopedic and dental bone restoration and reconstruction procedures.
OPTECURE	Chile	1200819	(Int'l Class: 05) Products and pharmaceutical compositions made from biological materials of human and/or synthetic origin for use in orthopedic and dental bone restoration and reconstruction procedures.
OPTECURE	Colombia	303484	(Int'l Class: 05) Biological materials derived from humans and/or synthetics for use with processes for restoration and reconstruction of dental and/or orthopedic bones.
OPTECURE	European Union	004284808	(Int'l Class: 05) Human derived and/or synthetic biological materials for use with orthopedic and dental bone restoration and

Trademark	Country	Registration No.	Goods
			reconstruction procedures.
OPTECURE	Hong Kong	300369207	(Int'l Class: 05) Human derived and/or synthetic biological materials for use with orthopedic and dental bone restoration and reconstruction procedures.
OPTECURE	India	1337916	(Int'l Class: 05) human derived and/or synthetics biological materials for use with orthopedic and dental bone restoration and reconstruction procedures.
OPTECURE	Mexico	884422	(Int'l Class: 05) Synthetic biological materials and / or human derivatives for use in the restoration of dental or orthopedic bones and in reconstruction procedures.
OPTECURE	Republic of Korea	4006528450000	(Int'l Class: 05) Orthopedics and bone repair and restoration of dental procedures used in biological materials derived from the human and material, human derived and/or synthetic biological materials for use with orthopedic and dental bone restoration and reconstruction procedures
OPTECURE	Taiwan	01195487	(Int'l Class: 05) for plastic surgery, dental restoration and reconstruction of bone biosynthesis of bone, bone cement and membrane. (Int'l Class: 10) for plastic surgery, dental restoration and reconstruction of bone synthesis of biological implants.
OPTECURE	Turkey	2005 04003	(Int'l Class: 5) Human derived and/or synthetic biological materials for use with orthopedic and jaw bone replacement and restructuring procedures.
OPTECURE	United Kingdom	UK00904284808	(Int'l Class: 05) Human derived and/or synthetic biological materials for use with orthopedic and dental bone restoration and reconstruction procedures.
OPTECURE	United States	3174560	(Int'l Class: 05) human derived and/or synthetic biological materials, namely implants, for use with orthopedic and dental bone restoration and reconstruction procedures

Trademark	Country	Registration No.	Goods
ENTICE	European Union	012197687	(Int'l Class: 05) Human derived and/or synthetic biological materials, namely, implants for use with orthopedic and bone restoration and reconstruction procedures.
ENTICE	United Kingdom	UK00912197687	(Int'l Class: 05) Human derived and/or synthetic biological materials, namely, implants for use with orthopedic and bone restoration and reconstruction procedures.
ENTICE	United States	4827625	(Int'l Class: 05) Human derived biological materials, namely, implants for use with orthopedic and bone restoration and reconstruction procedures, none of the foregoing including bone-cutting instruments

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

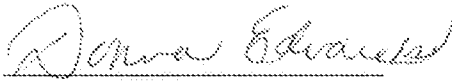
NOW THEREFORE, the parties agree as follows:

1. For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor hereby assigns, conveys, and transfers unto Assignee all rights, title and interest in, to, and under the Trademark Registrations, the Marks identified therein, all associated common law rights, and the Goodwill symbolized thereby, together with that portion of the ongoing and existing business in connection with which the Assignee has a bona fide intent to use the Marks for Assignee's own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.
2. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Marks and Trademark Registrations to Assignee, or any assignee or successor thereto.
3. Without limiting the generality of the foregoing, this Assignment shall also include any and all rights to sue for claims and remedies against past, present, and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction.

4. The parties hereto acknowledge and agree that this 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 Assignor and Assignee with respect to the Marks and Trademark Registrations. 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.
5. This 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 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 Assignment.

Signature pages follow

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly-authorized officers and delivered as of the date first written above.



Name: Donna Edwards

Title: General Counsel, SVP Legal

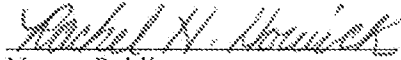
Date: June 24, 2021

Exactech, Inc., a Florida corporation (Assignor)

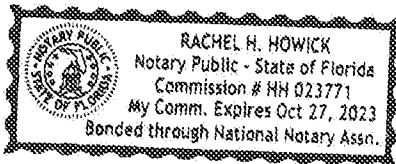
STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

On the 24th day of June, 2021, before me personally appeared by means of x physical presence or _____ online notarization, Donna Edwards, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in his/her authorized capacity as General Counsel of Seller, and acknowledged the instrument to be her free act and deed/the free act and deed of Seller for the uses and purposes mentioned in the instrument.

My Commission Expires:
10/27/2023



Notary Public
Printed Name: Rachel H. Howick



Name:
Title:
Date:
RTI Surgical, Inc., a Delaware corporation (Assignee)

STATE OF FLORIDA)
)
COUNTY OF _____)

On the ____ day of _____, 2021, before me personally appeared by means of ___ physical presence or ___ online notarization _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____ of Buyer, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Buyer for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Notary Public
Printed Name:

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OPTECURE	Brazil	827161409	(Int'l Class: 05) synthetic human biological material and / or derivative for use in reconstructive and restorative procedures of dental and orthopedic bones.
OPTECURE	Canada	TMA822792	(Int'l Class: 5, 10) Human derived and/or synthetic biological materials, namely implants, for use with orthopedic and dental bone restoration and reconstruction procedures.
OPTECURE	Chile	742007	(Int'l Class: 05) Products and pharmaceutical compositions made from biological materials of human and/or synthetic origin for use in orthopedic and dental bone restoration and reconstruction procedures.
OPTECURE	Colombia	303484	(Int'l Class: 05) Biological materials derived from humans and/or synthetics for use with processes for restoration and reconstruction of dental and/or orthopedic bones.
OPTECURE	European Union	004284808	(Int'l Class: 05) Human derived and/or synthetic biological materials for use with orthopedic and dental bone restoration and reconstruction procedures.

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OPTECURE	Mexico	884422	(Int'l Class: 05) Synthetic biological materials and / or human derivatives for use in the restoration of dental or orthopedic bones and in reconstruction procedures.
OPTECURE	Republic of Korea	40-652845	(Int'l Class: 05) Orthopedics and bone repair and restoration of dental procedures used in biological materials derived from the human and material, human derived and/or synthetic biological materials for use with orthopedic and dental bone restoration and reconstruction procedures
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WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor hereby assigns, conveys, and transfers unto Assignee all rights, title and interest in, to, and under the Trademark Registrations, the Marks identified therein, all associated common law rights, and the Goodwill symbolized thereby, together with that portion of the ongoing and existing business in connection with which the Assignee has a bona fide intent to use the Marks for Assignee's own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.
2. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Marks and Trademark Registrations to Assignee, or any assignee or successor thereto.
3. Without limiting the generality of the foregoing, this Assignment shall also include any and all rights to sue for claims and remedies against past, present, and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction.
4. The parties hereto acknowledge and agree that this 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 Assignor and Assignee with respect to the Marks and Trademark Registrations. 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.

5. This 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 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 Assignment.

Signature pages follow

BA

Name: Bradford Aquino

Title: Chief Financial Officer

Date: 24 June 2021

RTI Surgical, Inc., a Delaware corporation (Assignee)

STATE OF Colorado)
)
COUNTY OF Jefferson)

On the 24th day of Colorado, 2021, before me personally appeared Bradford Aquino, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of Buyer, and acknowledged the instrument to be his free act and deed / the free act and deed of Buyer for the uses and purposes mentioned in the instrument.

My Commission Expires: 01/10/2023

[Signature]

Notary Public
Printed Name: Oscar Medrano

