

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM706292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Langer Biomechanics, Inc.		03/30/2021	Corporation: DELAWARE
Orthotic Holdings, Inc.		03/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Justin Blair & Company		
Street Address:	4500 W. 31st Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60623		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1681907	DIAB-A-SOLES	
Registration Number:	1674130	DIAB-A-SHEETS	
Registration Number:	2475982	ULTRALUX	
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:	401-264-1795		
Email:	alissa@mcmcip.com		
Correspondent Name:	Alissa A. Digman		
Address Line 1:	9 Exchange St.		
Address Line 4:	Worcester, MASSACHUSETTS 01608		
NAME OF SUBMITTER:	Alissa A. Digman		
SIGNATURE:	/Alissa A. Digman/		
DATE SIGNED:	02/03/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of the 1st day of February 2022, by and among Langer Biomechanics, Inc., a Delaware corporation, with an address at 2905 Veterans Memorial Highway, Ronkonkoma, NY 11779 (the "Langer"), Orthotic Holdings, Inc., a Delaware corporation, with an address at 4825 E. Ingram Street, Mesa, AZ 85205 ("OHI"), and collectively with Langer, the "Assignor"), and Justin Blair & Company, an Illinois corporation, with an address at 4500 W. 31st Street, Chicago, IL 60623 (the "Assignee").

WHEREAS, Langer and Assignee are parties to that certain Asset Purchase Agreement, dated March 17, 2021 (the "Purchase Agreement"), pursuant to which Langer transferred and assigned to Assignee the Transferred Business (as defined in the Purchase Agreement);

WHEREAS, pursuant to Section 6.4 of the Purchase Agreement, Langer agreed to execute and deliver additional instruments, without further consideration, in order to effectively transfer to Assignee the Transferred Business;

WHEREAS, Langer is a wholly owned subsidiary of OHI;

WHEREAS, in order to more fully vest all right, title, and interest in, to, and under the Transferred Business in Assignee, Assignor desires to confirm the assignment to Assignee of the trademarks and/or registrations thereof which are set forth on SCHEDULE A (collectively, the "Trademarks"); and

WHEREAS, the parties agree such assignment of the Trademarks is effective as of March 30, 2021.

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, its successors, assigns and legal representatives, the entire, full and exclusive right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

This Trademark Assignment and SCHEDULE A attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof.

This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to any conflicts of laws principles.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this Trademark Assignment.

If any provision of this Trademark Assignment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Trademark Assignment shall not be affected and shall remain in full force and effect, and Assignor and Assignee shall negotiate in good faith to replace such illegal, void or unenforceable provision with a provision that corresponds as closely as possible to the intentions of the parties as expressed by such illegal, void or unenforceable provision.

[Signature Page Follows]

Langer Biomechanics, Inc.

By: 

Name: Thomas J. Andrus

Title: Chief Financial Officer

Orthotic Holdings, Inc.

By: 

Name: Thomas J. Andrus

Title: Chief Financial Officer

Justin Blair & Company

By: 

Name: Susan Bearak

Title: COO