

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pioneer Surgical Technology, Inc.		08/02/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Pioneer Surgical Technology, Inc.		
Street Address:	375 River Park Circle		
City:	Marquette		
State/Country:	MICHIGAN		
Postal Code:	49855		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2264842	PIONEER	
Registration Number:	3321663	PIONEER	
Registration Number:	4115792		
Registration Number:	2305849		
Registration Number:	2661283	HEX BUTTON	
Registration Number:	2997549	SONGER	
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:	08/16/2022		

CH \$165.00 2264842

Total Attachments: 6

source=2022 08 02 Trademark Assignment Agreement - signed#page1.tif

source=2022 08 02 Trademark Assignment Agreement - signed#page2.tif

source=2022 08 02 Trademark Assignment Agreement - signed#page3.tif

source=2022 08 02 Trademark Assignment Agreement - signed#page4.tif

source=2022 08 02 Trademark Assignment Agreement - signed#page5.tif

source=2022 08 02 Trademark Assignment Agreement - signed#page6.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Agreement") is dated as of the last date of execution below ("Effective Date"), by and between Pioneer Surgical Technology, Inc., a Michigan Corporation (on behalf of itself and its affiliates, the "Assignor"), and Pioneer Surgical Technology, Inc., a Delaware Corporation (on behalf of itself and its affiliates, the "Assignee"). The Assignee and the Assignor are each referred to in this Agreement individually as a "Party" and, collectively, as the "Parties." Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, RTI Surgical Holdings, Inc. ("RTI") (an affiliate of Assignor) and Ardi Bidco Ltd. ("Ardi") (an entity that merged with RTI Surgical, Inc., an affiliate of the Assignee) entered into that certain Equity Purchase Agreement, dated as of January 13, 2020, as amended on March 6, 2020, April 27, 2020, and July 8, 2020 and June 28, 2021 (the "Purchase Agreement");

WHEREAS, Assignor hereby wishes to sell, assign, transfer, convey and deliver to the Assignee, all right, title and interest in, to and under the Assigned Names and Marks (as defined below) and the Assignee wishes to separately grant the Assignor a license to certain names and marks included in the Assigned Names and Marks pursuant to the terms of a separate agreement entered into in connection with this Agreement; and

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: ASSIGNMENT OF TRADEMARKS

1.1 **Assignment.** The Assignor (on behalf of itself and its affiliates) hereby sells, assigns, transfers, conveys and delivers to the Assignee and its affiliates the Assignor's (and its affiliates') entire, worldwide right, title and interest in, to and under the Trademarks and Domain Names identified on Schedule A hereto (the "Assigned Names and Marks"), together with any and all goodwill associated with or symbolized by the foregoing, any and all rights in and to income, royalties, damages and payments now or hereafter due or payable with respect to the foregoing, and the right to sue, counterclaim, recover and receive all damages from past, present and future infringements of the foregoing, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor or its affiliates if this assignment and sale had not been made.

1.2 **Filing and Recordation.** The Assignor and the Assignee authorize and request that the United States Patent and Trademark Office and corresponding entities or agencies in any applicable foreign jurisdictions record the Assignee as the assignee and owner of the Assigned Names and Marks and register the trademark registrations from any pending applications included in the Assigned Names and Marks to the Assignee upon registration.

1.3 **Further Assurances.** At any time and from time to time after the Effective Date, at the Assignee's request and without further consideration, the Assignor shall, at Assignee's cost,

execute and deliver to the Assignee, its designees and its successors or assigns, as applicable, such other conveyances, assignments and confirmations and take such other actions as may be reasonably necessary to effect the aforesaid assignment.

1.4 **Domain Name Registrations.** Further, the Assignor shall take all steps as may be reasonably necessary to effect an assignment and transfer of all internet domain name registrations being transferred to the Assignee pursuant to this Agreement in accordance with the domain name transfer procedures of the applicable registrar of such domain name, including, without limitation, executing any and all applicable domain name registrar transfer agreement or documents, assignments, lawful oaths and any other papers which are reasonably necessary to complete the aforesaid transfer, all at Assignee's cost. If, due to applicable registrar or registry rules or regulations, the internet domain name registrations cannot be assigned to the Assignee, the Parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, the Assignor shall maintain such domain name registration in full force and effect, at the Assignee's expense for the sole and exclusive benefit of the Assignee.

ARTICLE 2 REPRESENTATIONS

2.1 **Mutual Representations.** Each Party represents and warrants that it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

2.2 **Representations of the Assignor.** The Assignor represents and warrants that the Assigned Names and Marks identified on Schedule A hereto include all Trademarks owned by Assignor or any of its Affiliates consisting of or incorporating the "Pioneer" name or logo (or any variation, derivation or acronym thereof) as of the Effective Date.

2.3 **Disclaimer.** Neither Party makes any representations or warranties of any kind, other than the representations and warranties expressly stated in this Agreement.

ARTICLE 3 MISCELLANEOUS

3.1 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the Assignor and the Assignee.

3.2 **Governing Law.** This Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and enforced in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State, without giving effect to any Laws of the State of Delaware that would

require or permit the application of the Laws of any other jurisdiction.

3.3 **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

3.4 **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by email, or sent by private overnight courier or by registered or certified mail, and shall be deemed given when delivered personally, by email or by courier or otherwise, as follows:

If to the Assignee, to:

c/o Montagu Private Equity SAS
41, avenue George V
75008 Paris
France
Attention: Adrien Sassi
Email: Adrien.Sassi@Montagu.com

with a copy to:

Weil, Gotshal & Manges LLP
2, Rue de la Baume, Paris, France 75008
Attention: David Aknin and Ryan Taylor
Email: david.aknin@weil.com and
ryan.taylor@weil.com

If to the Assignor, to:

Surgalign Holdings, Inc.
520 Lake Cook Rd., Suite 315
Deerfield, IL 60015
Attn: President & CEO

3.5 **Entire Agreement; Amendments.** This Agreement, the Schedules referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

3.6 **Independent Parties.** This Agreement shall not be deemed to create any partnership, joint venture, amalgamation, or agency relationship between the Parties. Each Party shall act hereunder as an independent contractor.


3.7 **Interpretation.** The section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. The words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not only to a particular Article or Section in which such words appear, unless otherwise specified. The word "or" shall not be exclusive. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." All references in this Agreement to "Articles" or "Sections" are intended to refer to sections of this Agreement. The word "day" or "year" means a calendar day or year unless otherwise specified. The word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed by their respective duly authorized officers.

THE ASSIGNOR:

Pioneer Surgical Technology, Inc.,
a Michigan corporation

By:  Electronically signed by: D Lyle
Reason: I am the approver of
the document
Date: Aug 2, 2022 14:41 PDT


Name: D Lyle

Title: Chief Financial Officer

Date: Aug 2, 2022

THE ASSIGNEE:

Pioneer Surgical Technology, Inc.,
a Delaware corporation

By:  Bradford Aquino (Jul 28, 2022 14:25 EDT)

Name: Bradford Aquino

Title: Chief Financial Officer

Date: Jul 28, 2022

Schedule A
Assigned Names and Marks

(I) Trademarks:

Mark	Country	Application No.	Registration No.	Class(es)
PIONEER	AU	912239	912239	10, 5
PIONEER	BR	828521336	828521336	10, 5
PIONEER	CA	1304064	691310	10, 5
PIONEER	CN	912239	912239	10, 5
PIONEER	EM	912239	912239	10, 5
PIONEER	GB	UK00800912239	UK00800912239	10, 5
PIONEER	KR	912239	912239	10, 5
PIONEER	MX	837184	837184	10
PIONEER	MX	837185	837185	5
PIONEER	TR	912239	912239	10, 5
PIONEER	US	75497462	2264842	10
PIONEER	US	78891855	3321663	10, 5
PIONEER	IB	912239	912239	10, 5
PIONEER LOGO	AU	1086091	1443094	10, 5
PIONEER LOGO	CN	1086091	1086091	10, 5
PIONEER LOGO	EM	1086091	1086091	10, 5
PIONEER LOGO	GB	UK00801086091	UK00801086091	10, 5
PIONEER LOGO	JP	1086091	1086091	10, 5
PIONEER LOGO	KR	1086091	1086091	10, 5
PIONEER LOGO	US	85138902	4115792	10, 5
PIONEER LOGO	IB	1086091	1086091	10, 5
PIONEER LOGO	US	75558434	2305849	10
HEX BUTTON	US	76008437	2661283	10
SONGER	US	78426348	2997549	10

(II) Domain Names:

1. pioneersurgical.com