

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integrity Implants Inc.		04/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alphatec Spine, Inc.		
Street Address:	1950 Camino Vida Roble		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6951507	REMI	
Serial Number:	97398460	BIG EYE	
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:	7604946727		
Email:	patents@atecspine.com		
Correspondent Name:	Robert Winn		
Address Line 1:	1950 Camino Vida Roble		
Address Line 4:	Carlsbad, CALIFORNIA 92008		
NAME OF SUBMITTER:	Robert Winn		
SIGNATURE:	/Robert Winn/		
DATE SIGNED:	05/02/2023		
Total Attachments: 8			
source=Fusion Assignment#page1.tif			
source=Fusion Assignment#page2.tif			
source=Fusion Assignment#page3.tif			
source=Fusion Assignment#page4.tif			
source=Fusion Assignment#page5.tif			

OP \$65.00 6951507

source=Fusion Assignment#page6.tif

source=Fusion Assignment#page7.tif

source=Fusion Assignment#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”), is effective as of April 19, 2023, between Integrity Implants Inc., a Delaware corporation (“Assignor”), and Alphatec Spine, Inc., a California corporation (“Assignee”). Assignee and Assignor are referred to herein individually as a “Party” and collectively, as the “Parties.” All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Agreement (as defined below).

RECITALS:

WHEREAS, Assignor, Assignee and Fusion Robotics, LLC, a Delaware limited liability company along with the Key Stockholders have entered into that certain Asset Purchase Agreement dated as of April 19, 2023, whereby Assignor is selling to Assignee certain assets, properties and rights (but excluding all Excluded Assets, as defined therein), and certain specified liabilities and obligations, related to the Business (as defined therein) (the “Agreement”);

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title, and interest in and to Assignor’s rights in such assets, properties, and rights; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign, and deliver to Assignee, and Assignee desires to accept from Assignor, the Purchased Patents, Purchased Copyrights, and Purchased Software (each as hereinafter defined) of Assignor embodied in such assets, properties and rights.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Patents. Assignor hereby irrevocably sells, assigns, conveys, grants, and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are embodied in the Transferred Assets (as defined in the Agreement), including those items set forth on the attached Exhibit A (the “Purchased Patents”), along with Assignor’s entire right, title, and interest in and to the inventions claimed in the Purchased Patents, including the right to file foreign patent applications corresponding to such Purchased Patents, and the right to claim the priority date of said Purchased Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such patents, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been executed.

2. Copyrights. Assignor hereby irrevocably sells, assigns, conveys, grants, and transfers to Assignee, and its successors and assigns, Assignor’s entire right, title, and interest in and to the copyrights and any registrations and copyright applications relating thereto and any renewals and extensions thereof, in and to all works based embodied in the Transferred Assets, including those items set forth on the attached Exhibit B (the “Purchased Copyrights”), along with all other rights corresponding to the foregoing throughout the world. Assignor hereby waives unconditionally for the benefit of Assignee any “moral rights” Assignor may have in such Purchased Copyrights, including any and all rights to the integrity of any Purchased Copyrights, rights to restrain or restrict publication of any Purchased Copyrights, rights to

be associated or not associated with any Purchased Copyright, and any other moral or similar rights in the Purchased Copyrights.

3. Trademark. Assignor hereby irrevocably sells, assigns, conveys, grants, and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide trademarks and/or service marks and any registrations and applications relating thereto and any renewals and extensions thereof, in and to all trademarks and/or service marks embodied in the Transferred Assets including those items set forth on the attached Exhibit C (the "Purchased Marks"), together with the goodwill of the business symbolized by the Purchased Marks.

4. Software. Assignor hereby irrevocably sells, assigns, conveys, grants, and transfers to Assignee, and its successors and assigns, Assignor's entire right, title and interest, on a worldwide basis, in, to and under all computer software and code, whether in source code, object code, or executable code format (including software development tools and software embedded in hardware devices, and all updates, upgrades, releases, enhancements and bug fixes), firmware, middleware, programming tools, scripts, routines, interfaces, libraries, and databases, and all related specifications and documentation, including developer notes, comments and annotations, user manuals, and training materials relating to any of the foregoing, owned, developed (or currently being developed), marketed, distributed, licensed or sold by Assignor at any time, and which is embodied in the Transferred Assets, including those items set forth on the attached Exhibit D (the "Purchased Software"), along with all other rights corresponding to the foregoing throughout the world. Assignor hereby waives unconditionally for the benefit of Assignee any rights or interest Assignor may have in such Purchased Software, and agrees not to challenge the validity of Assignee's ownership of the Purchased Software.

5. Assignment. The foregoing assignments of the Purchased Patents, Purchased Copyrights, and Purchased Software (collectively, the "Assigned IP") all include all of Assignor's rights to collect royalties and proceeds in connection with any of the foregoing and all of Assignor's rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, all of Assignor's rights to recover damages or lost profits in connection therewith, all of Assignor's rights of priority (or to claim priority) attaching to the Assigned IP. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Assigned IP, or assist any third party in any of the foregoing. The Assignor hereby authorizes the Assignee to request the relevant intellectual property offices to record the Assignee as the assignee and owner of the Assigned IP.

6. Further Assurances. Assignor shall from time to time and at all times hereafter, upon request of the Assignee and at the Assignee's expense, promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Assigned IP assigned herein.

7. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

8. Entire Agreement. This Assignment, together with the Agreement, contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Assignment.

9. Paramountcy. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail. This Assignment shall not have the effect of altering or amending the terms or provisions of the Agreement or altering or amending the limitations and allocations of liability between the parties as set forth in the Agreement.

10. Severability. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, for that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Assignment, all without affecting the remaining provisions of this Assignment or affecting the validity or enforceability of such provision in any other jurisdiction.

11. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

12. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

13. Facsimile Signatures. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

14. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

15. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR

INTEGRITY IMPLANTS INC.

DocuSigned by:
Kevin McGann
By: _____
Name: Kevin McGann
Title: President & Chief Executive Officer

ASSIGNEE

ALPHATEC SPINE, INC.

By: _____
Name: Todd Koning
Title: Chief Financial Officer

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR

INTEGRITY IMPLANTS, INC.

By: _____
Name:
Title:

ASSIGNEE

ALPHATEC SPINE, INC.

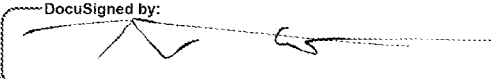
DocuSigned by:

By: _____
Name: Todd Koning
Title: Chief Financial Officer

EXHIBIT A

Purchased Patents

Description	Serial or Application Number/Date	Jurisdiction and Status
Provisional Patent App.	62/923,284 / 10/18/2019	United States / Expired
Patent Application	PCT/US2020/056013 / 10/16/2020	PCT / Expired
Patent Application	17/769,527 / 04/15/2022	United States / Expired
Patent Application	2020368517 / 10/16/2020	Australia / Pending (Unpublished)
Patent Application	2022/523162 / 04/15/2022	Japan / Pending (Published)
Patent Application	202080072998X / 04/18/2022	China / Pending (Published)
Patent Application	20875991 / 10/16/2020	EPO / Pending (Published)
Provisional Patent App.	63/345,340 / 05/24/2022	United States / Pending (Unpublished)

EXHIBIT B

Purchased Copyrights

- All of Sellers' copyrights and other rights and interests in and to the Business Software.

EXHIBIT C

Purchased Marks

Description	Registration or Application No.	Jurisdiction and Status
REMI	6,951,507	United States / Registered
BIG EYE	97/398460	United States / Rejected