

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MIOS Marketing, LLC d/b/a RedPoint Medical3D		06/12/2023	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Treace Medical Concepts, Inc.		
<b>Street Address:</b>	100 Palmetto Park Place		
<b>City:</b>	Ponte Vedra		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32081		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90746040	REDPOINT MEDICAL	
<b>Serial Number:</b>	90746047	THE BETTER BUNION	
<b>Serial Number:</b>	97655913	BONE CLONE	
<b>Serial Number:</b>	97678613	REDPOINT MEDICAL 3D	
<b>Serial Number:</b>	97598275	INTELLIGUIDE	
<b>Serial Number:</b>	97771986	PINPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Phone:</b>	6124927000		
<b>Email:</b>	IP@fredlaw.com		
<b>Correspondent Name:</b>	Paul J. LaVanway, Jr.		
<b>Address Line 1:</b>	60 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	PAUL J. LAVANWAY, JR.		
<b>SIGNATURE:</b>	/Paul J. LaVanway, Jr./		
<b>DATE SIGNED:</b>	07/10/2023		

OP \$165.00 90746040

**Total Attachments: 5**

source=71212.78\_Trademark Assignment#page1.tif

source=71212.78\_Trademark Assignment#page2.tif

source=71212.78\_Trademark Assignment#page3.tif

source=71212.78\_Trademark Assignment#page4.tif

source=71212.78\_Trademark Assignment#page5.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into effective as of June 12, 2023, by and between by and between MIOS Marketing, LLC d/b/a RedPoint Medical3D, an Indiana limited liability company, with an address at 13326 West Rd, Carmel, IN 46074 ("Assignor"), and Treace Medical Concepts, Inc., a Delaware corporation, with an address at 100 Palmetto Park Place, Ponte Vedra, FL 32081 ("Assignee").

WHEREAS, Assignor and Assignee are parties to the IP Assignment Agreement of an even date herewith, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks: (a) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to intent-to-use applications, if any, the transfer of such accompanies the transfer of Assignor's ongoing and existing business or portion thereof to which the trademark pertains; (b) all rights of any kind of Assignor accruing under any of the foregoing provided by applicable law, treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Trademarks.

3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

**Assignor: MIOS MARKETING, LLC D/B/A  
REDPOINT MEDICAL3D**

*James Quinton Spitler*

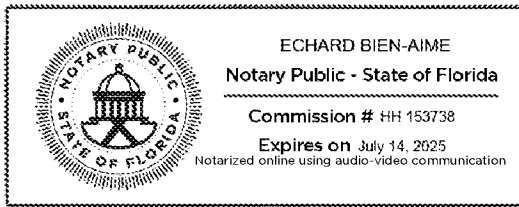
Name: James Spitler  
Title: Chief Technology Officer

Subscribed to and sworn to before  
me this 11th day of June, 2023.

*ECHARD Bien-Aime*

Notary Public

Notary Seal



AGREED TO AND ACCEPTED: **Assignee: TREACE MEDICAL CONCEPTS, INC.**

Name:  
Title:

Subscribed to and sworn to before  
me this \_\_\_ day of \_\_\_\_\_, 2023.

Notary Public

Notary Seal

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

**Assignor: MIOS MARKETING, LLC D/B/A  
REDPOINT MEDICAL3D**

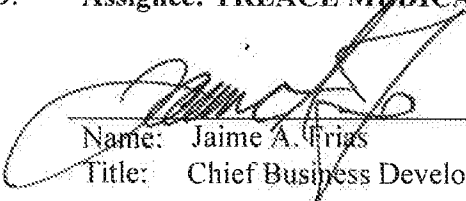
\_\_\_\_\_  
Name:  
Title:

Subscribed to and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2023,

\_\_\_\_\_  
Notary Public

Notary Seal

AGREED TO AND ACCEPTED: **Assignee: TREACE MEDICAL CONCEPTS, INC.**



\_\_\_\_\_  
Name: Jaime A. Urias  
Title: Chief Business Development Officer

Subscribed to and sworn to before  
me this 8 day of June, 2023.

  
\_\_\_\_\_  
Notary Public

Notary Seal



Kelly Marie Flynn  
Notary Public  
State of Florida  
Comm# HH001111  
Expires 5/18/2024

**ATTACHMENT A  
TO TRADEMARK ASSIGNMENT**

File #	Title	Matter Type	Filing Basis	Status	Date Filed	Application #	Country Name
PER-TM1	REDPOINT MEDICAL	Trademark - ORG	Intent to Use	Abandoned	06/01/2021	90/746,040	United States of America
PER-TM2	THE BETTER BUNION	Trademark - ORG	Intent to Use	Registered	06/01/2021	90/746,047	United States of America
PER-TM3	BONE CLONE	Trademark - ORG	Use	Pending	10/31/2022	97/655913	United States of America
PER-TM4	Redpoint Medical 3D (logo)	Trademark - ORG	Use	Pending	11/15/2022	97/678,613	United States of America
PER-TM5	INTELLIGUIDE	Trademark - ORG	Intent to Use	Pending	09/20/2022	97/598,275	United States of America
PER-TM6	PINPOINT	Trademark - ORG	Intent to Use	Pending	01/29/2023	97/771,986	United States of America
PER-TM7	Redpoint Medical 3D	Trademark - ORG	Use	Unfiled			
PER-TM8	Think It. Scan it. Plan it. Do it!	Trademark - ORG	Intent to Use	Unfiled			
	Building a Better You	Trademark - ORG	Intent to Use	Unfiled			
	4Sight Studio	Trademark - ORG	Intent to Use	Unfiled			
	4Sight	Trademark - ORG	Intent to Use	Unfiled			
	Redpoint 4-sight	Trademark - ORG	Intent to Use	Unfiled			
	Leave No Trace (LNT) Leave No Trace Technology (LNTT)	Trademark - ORG	Intent to Use	Unfiled			
	Leve Minimal Trace	Trademark - ORG	Intent to Use	Unfiled			
	Ankle Equinox	Trademark - ORG	Intent to Use	Unfiled			
	Tibial TruArc	Trademark - ORG	Intent to Use	Unfiled			
	Charcot Champ	Trademark - ORG	Intent to Use	Unfiled			
	Met-Traverse	Trademark - ORG	Intent to Use	Unfiled			
	PeakSolo	Trademark - ORG	Intent to Use	Unfiled			
	IntelliFuse Hindfoot	Trademark - ORG	Intent to Use	Unfiled			
	IntelliFuse Ankle	Trademark - ORG	Intent to Use	Unfiled			
	IntelliFuse Primus	Trademark - ORG	Intent to Use	Unfiled			
	TaskForce Ankle	Trademark - ORG	Intent to Use	Unfiled			
	InteliSpace	Trademark - ORG	Intent to Use	Unfiled			
	Inteligraft logo	Trademark - ORG	Intent to Use	Unfiled			
	Inteligraft	Trademark - ORG	Intent to Use	Unfiled			

[Attachment A to Trademark Assignment Agreement]

	Intelipass	Trademark - ORG	Intent to Use	Unfiled			
	InteliShift	Trademark - ORG	Intent to Use	Unfiled			
	InteliShift Z	Trademark - ORG	Intent to Use	Unfiled			
	InteliShift Zadik	Trademark - ORG	Intent to Use	Unfiled			
	InteliShift MCDO	Trademark - ORG	Intent to Use	Unfiled			
	InteliShift Dwyer	Trademark - ORG	Intent to Use	Unfiled			
	InteliShift Evans	Trademark - ORG	Intent to Use	Unfiled			
	IntelliPrint	Trademark - ORG	Intent to Use	Unfiled			
	Meticulous Planning. Flawless Execution.	Trademark - ORG	Intent to Use	Unfiled			
	Nano Bunion	Trademark - ORG	Intent to Use	Unfiled			
	Bunion Rewind	Trademark - ORG	Intent to Use	Unfiled			
	The Better Bunion Rewind	Trademark - ORG	Intent to Use	Unfiled			
	RedPoint Intelligence	Trademark - ORG	Intent to Use	Unfiled			
	Met-Traverse 3D Metaductus PSI	Trademark - ORG	Intent to Use	Unfiled			
	The Custom Bunion	Trademark - ORG	Intent to Use	Unfiled			

[Attachment A to Trademark Assignment Agreement]