

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Cascade Medical Enterprises, LLC		01/22/2012
	LIMITED LIABILITY COMPANY:		
RECEIVING PARTY DATA			
Name:	Musculoskeletal Transplant Foundation, Inc.		
Street Address:	125 May Street, Suite 300		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	CORPORATION: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3000991	CASCADE
	Registration Number:	3297566	CASCADE
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-443-3572		
Email:	agostinoj@gtlaw.com		
Correspondent Name:	Joseph Agostino		
Address Line 1:	200 Park Avenue		
Address Line 4:	Florham Park, NEW JERSEY 07932		
ATTORNEY DOCKET NUMBER:	103248.020900		
NAME OF SUBMITTER:	Joseph Agostino		
Signature:	/Joseph Agostino/		
Date:	05/15/2012		
Total Attachments: 1 source=Assignment_1_of_4#page1.tif			

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TRADEMARK ASSIGNMENT

This Agreement is made by and between Cascade Medical Enterprises, LLC, a New Jersey limited liability company, with its principal place of business at 20 Greenup Court, Wayne, NJ (hereinafter "Assignor") and Musculoskeletal Transplant Foundation, Inc., a District of Columbia nonprofit corporation, with its principal place of business at 125 May Street, Suite 300, Edison, NJ 08837 (hereinafter "Assignee") as of January 22, 2012 ("Effective Date").

WHEREAS, Assignor owns the trademark identified in Schedule A attached hereto (collectively, the "Mark"); and

WHEREAS, Assignee is desirous of acquiring said Mark and any and all U.S. and foreign trademark applications and registrations thereof, including those identified on Schedule A.

NOW, THEREFORE, for good and valuable consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged.

1. Assignor does hereby assign unto Assignee and its successors all of the Assignor's right, title and interest in and to said Mark, including without limitation (a) any and all U.S. and foreign trademark applications and registrations thereof, including those identified on Schedule A, (b) the rights to sue for past, present and future infringements thereof, and (c) the goodwill of the business symbolized by the Mark.
2. Assignor shall make no further use of the Mark, nor shall Assignor challenge Assignee's use of the Mark either before or after the date of this Agreement.
3. Assignor represents and warrants (i) that it owns all right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, including the registrations therefor identified on Schedule A, free and clear of all encumbrances, and (ii) that it has not licensed the Mark to any other person or entity or granted any rights with respect to the Mark to any other person or entity.
4. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Mark and any and all U.S. and foreign registrations or applications therefor, and to assist Assignee in exercising all rights with respect thereto.
5. The parties acknowledge and agree that as a result of the assignment of the Mark to Assignor the restrictions, limitations and other provisions of Section 4.8 of the Exclusive Patent and Technology License Agreement, dated January 3, 2012,