

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICON Orthopedic Concepts, LLC dba EDGE Orthopaedics,		06/13/2016	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Orthofix Srl		
Street Address:	Via delle Nazioni, 9		
City:	Bussolengo (Verona)		
State/Country:	ITALY		
Postal Code:	I-37012		
Entity Type:	Limited Liability Company: ITALY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86006987	STOREDGE	
Registration Number:	4519150	RIVAL INSTRUMENTATION	
Registration Number:	4518424	EDGE ORTHOPAEDICS	
Registration Number:	4522834	BITE COMPRESSION SCREWS	
Registration Number:	4523658	REDUCE FRACTURE PLATING SYSTEM	
Registration Number:	4538558	EDGE ORTHOPAEDICS	
Serial Number:	86170752	AVAIL ALLOGRAFT	
Serial Number:	86259861	VIEW PLATING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	6173957070		
<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:	6173957019		
Email:	alhtrademarks@lalaw.com		
Correspondent Name:	Ann Lamport Hammitte		
Address Line 1:	One Main Street		
Address Line 2:	LANDO & ANASTASI, LLP		
Address Line 4:	Cambridge, MASSACHUSETTS 02142		
DOMESTIC REPRESENTATIVE			

CH \$215.00 86006987

Name:	Ann Lamport Hammitte
Address Line 1:	One Main Street
Address Line 2:	LANDO & ANASTASI, LLP
Address Line 4:	Cambridge, MASSACHUSETTS 02142
NAME OF SUBMITTER:	Ann Lamport Hammitte
SIGNATURE:	//alh//
DATE SIGNED:	08/12/2016
Total Attachments: 5 source=Edge - Trademark Assignment (EXECUTED)#page1.tif source=Edge - Trademark Assignment (EXECUTED)#page2.tif source=Edge - Trademark Assignment (EXECUTED)#page3.tif source=Edge - Trademark Assignment (EXECUTED)#page4.tif source=Edge - Trademark Assignment (EXECUTED)#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of June 13, 2016 (this “*Assignment*”), is entered into by and between ICON Orthopedic Concepts, LLC dba EDGE Orthopaedics, a Nevada limited liability company (“*Assignor*”), and Orthofix Srl, an Italian società a responsabilità limitata (“*Assignee*”). Capitalized terms used in this Assignment and not otherwise defined herein shall have the same meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of June 13, 2016 (the “*Asset Purchase Agreement*”), by and between Assignor and Assignee.

RECITALS

A. In connection with the Asset Purchase Agreement, Assignor has agreed to assign, sell, convey, transfer and deliver to Assignee all right, title and interest in, to and under the trademarks and trademark registrations listed on the attached Exhibit A (the “*Trademarks*”).

B. Assignee desires to obtain all right, title and interest in, to and under the Trademarks according to the terms of this Assignment and the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in, to and under the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for the Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Trademarks.

Section 2. Excluded Assets and Excluded Liabilities Not Transferred or Assumed. Notwithstanding Section 1 of this Assignment, nothing expressed or implied in this Assignment is intended to effect, and nothing expressed or implied in this Assignment shall constitute or be deemed to be, (a) an assignment, sale, conveyance, transfer or delivery to Assignee of any Excluded Assets, or (b) an assumption by Assignee or its Affiliates of any Excluded Assets, any Excluded Liabilities or any other liabilities, commitments or obligations of Assignor. Neither Assignee nor any of its Affiliates assumes or agrees to pay, perform or discharge any Excluded Liabilities or any other liabilities, commitments or obligations of Assignor of any nature, kind or description whatsoever pursuant to this Assignment. Assignor hereby acknowledges that it is retaining and shall be solely responsible for the Excluded Liabilities and Excluded Assets.

Section 3. Conflict with Asset Purchase Agreement. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment. In the event of a conflict between the terms and provisions of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern and control.

Section 4. Further Assurances. Each party hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, as the other party may reasonably request and without further consideration, such party shall reasonably cooperate with the other party to take such actions, and execute, acknowledge and deliver, or cause to be done, executed, acknowledged and

and delivered, any and all further acts, conveyances, transfers, assignments, and assurances, as necessary in order to effectuate the provisions and purposes of this Assignment. Assignor hereby authorizes Assignee to take any appropriate action to protect the right, title and interest in, to and under the Trademarks hereby assigned, sold, conveyed, transferred and delivered, in the name of Assignor, Assignee or any other name (for the benefit of Assignee and its successors, assigns and legal representatives), against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.

Section 5. Amendment; Waiver. No amendment, modification or waiver of this Assignment or any provision hereof shall be effective unless it is in writing and signed by each of Assignor and Assignee.

Section 6. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors, assigns and legal representatives and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

Section 7. Severability. If any term or other provision of this Assignment is determined to be invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. If any term or other provision of this Assignment is so broad as to be invalid, illegal or incapable of being enforced, such provision shall be interpreted to be only so broad as is valid, legal and capable of being enforced. If any term or other provision of this Assignment is determined to be invalid, illegal or incapable of being enforced for any reason other than overbreadth, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Assignment are fulfilled to the fullest extent possible.

Section 8. Counterparts. This Assignment may be executed in two counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but both such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

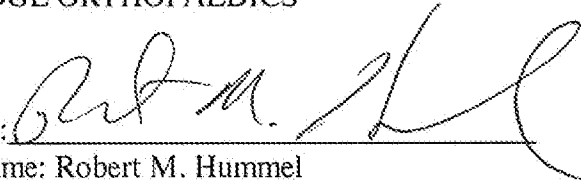
Section 9. Governing Law. This Assignment and all disputes, controversies or claims relating to, arising out of or under, or in connection with this Assignment or the transactions contemplated hereby, including the negotiation, execution and performance hereof or thereof, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law rules or provisions (whether of the State of Delaware or any other jurisdiction).

Section 10. Interpretation. Assignee and Assignor acknowledge that each party and its counsel have reviewed this Assignment and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment. Headings are included in this Assignment for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

ICON ORTHOPEDIC CONCEPTS, LLC DBA
EDGE ORTHOPAEDICS

By: 

Name: Robert M. Hummel

Title: Manager

ASSIGNEE:

ORTHOFIX SRL

By: _____

Name: Bradley Robert Mason

Title: Chairman of the Board of Directors

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

ICON ORTHOPEDIC CONCEPTS, LLC DBA
EDGE ORTHOPAEDICS

By: _____

Name: Robert M. Hummel

Title: Manager

ASSIGNEE:

ORTHOFIX SRL

By: Bradley R. Mason

Name: Bradley Robert Mason

Title: Chairman of the Board of Directors

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005855 FRAME: 0964

Exhibit A
Trademarks


Trademark	U.S. Registration No.	Registration Date
STOREDGE	US 86/006,987	Notice of Allowance issued: 03 December 2013
EDGE ORTHOPAEDICS	US 4,519,150 / US 85/659,485	Registered: 22 April 2014
RIVAL INSTRUMENTATION	US 4,518,424 / US 85/925,419	Registered: 22 April 2014
BITE COMPRESSION SCREWS	US 4,522,834 / US 85/779,325	Registered: 29 April 2014
REDUCE FRACTURE PLATING SYSTEM	US 4,523,658 / US 86/050,182	Registered, Supplemental Register: 29 April 2014
	US 4,538,558 / US 85/693,679	Registered: 27 May 2014
AVAIL ALLOGRAFT	US 86/170,752	Notice of Allowance issued: 12 August 2014
VIEW PLATING SYSTEM	US 86/259,861	Notice of Allowance issued: 25 November 2014

Exhibit A to Trademark Assignment

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RECORDED: 08/12/2016

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