

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interventional Spine, Inc.		12/22/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	DePuy Synthes Products, Inc.
Street Address:	325 Paramount Drive
City:	Raynham
State/Country:	MASSACHUSETTS
Postal Code:	02767-0350
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3456787	
Registration Number:	4355349	ALLOSHEATH
Registration Number:	2800865	BONE-LOK
Registration Number:	4106270	BONE-LOK
Registration Number:	2923679	CLASP
Registration Number:	3354573	INTERVENTIONAL SPINE
Registration Number:	3944795	OFTEN IMITATED, NEVER DUPLICATED
Registration Number:	4234791	OPTICAGE
Registration Number:	3524778	PERPOS
Registration Number:	4332413	PERX360° SYSTEM
Registration Number:	3146524	TELEPORT

CORRESPONDENCE DATA

Fax Number: 7325246341

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.

Phone: 7325241496

Email: tmus@its.jnj.com

Correspondent Name: Denise I. Mroz

Address Line 1: One Johnson & Johnson Plaza

Address Line 4: New Brunswick, NEW JERSEY 08933

TRADEMARK

NAME OF SUBMITTER:	Denise I. Mroz
SIGNATURE:	/dimjnj/
DATE SIGNED:	01/26/2017
Total Attachments: 7 source=Trademark Assignment Agreement - Cirrus#page1.tif source=Trademark Assignment Agreement - Cirrus#page2.tif source=Trademark Assignment Agreement - Cirrus#page3.tif source=Trademark Assignment Agreement - Cirrus#page4.tif source=Trademark Assignment Agreement - Cirrus#page5.tif source=Trademark Assignment Agreement - Cirrus#page6.tif source=Trademark Assignment Agreement - Cirrus#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made as of December 22, 2016, between Interventional Spine, Inc., a California corporation (“Assignor”), and DePuy Synthes Products, Inc., a Delaware corporation (“Assignee”) (each, a “Party” and together, the “Parties”).

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee, dated as of December 9, 2016 (the “Asset Purchase Agreement”), among other things, Assignor has agreed to sell, convey, deliver, transfer and assign to Assignee, free and clear of all Liens, other than Permitted Liens, at the Closing, all right, title and interest in, to and under all of the Purchased Assets, including the Trademarks listed on Exhibit A hereto and the goodwill symbolized by or associated with any of the foregoing (collectively, the “Assigned Trademarks”); and

WHEREAS, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Trademarks.

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

1. Defined Terms; Interpretation. Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Section 1.2 of the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, together with the goodwill of the business symbolized by the Trademarks and all applications or registrations associated therewith, including common law rights.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Assigned Trademarks to Assignee.

4. Governing Law; Amendment. Construction and interpretation of this Agreement shall be governed by the Laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the Parties.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or electronic transmission in .pdf, .tiff or any similar format), all of which shall be considered one and the same agreement and shall become effective

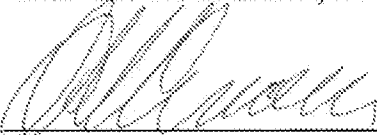
when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment Agreement on the date set forth below.

ASSIGNOR:

INTERVENTIONAL SPINE, INC.

By: 

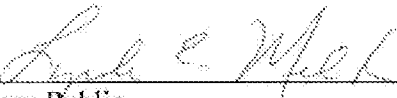
Name: WALTER A. CERVERA
Title: CEO

Date: 12/14/16

State of California)

County of Orange)

On this 14th day of December, 2016, before me personally, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.


Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

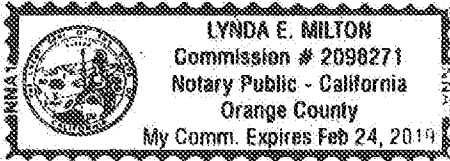
On December 14, 2016 before me, Lynda E. Milton, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Walter A. Cuevas
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

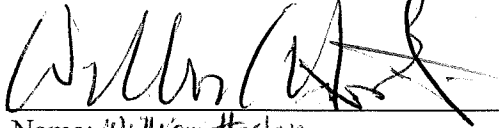
Other: _____

Signer Is Representing: _____

IN WITNESS WHEREOF, the Assignee has executed this Trademark Assignment Agreement on the date set forth below.

ASSIGNEE:

DEPUY SYNTHES PRODUCTS, INC.

By: 

Name: William Horton

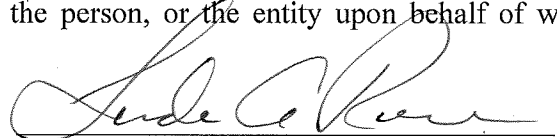
Title: Franchise Medical; R&D leader, spine

Date: December 16, 2016

State of Massachusetts

City of Taunton

On this 16 day of December, 2016 before me personally, William Horton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.


Notary Public

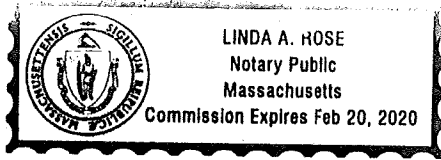



Exhibit A

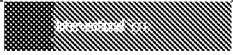
Assigned Trademarks

Federal Trademarks

Mark	Knobbe Ref. No.	Reg. No. Reg. Date	Jurisdiction
	TRIAGE.052T	3,456,787 07/01/08	U.S.
ALLOSHEATH	TRIAGE.140T	4,355,349 06/18/2013	U.S.
BONE-LOK	TRIAGE.010T	2,800,865 12/30/03	U.S.
BONE-LOK	TRIAGE.076T	4,106,270 02/28/2012	U.S.
CLASP	TRIAGE.013T	2,923,679 02/01/05	U.S.
INTERVENTIONAL SPINE	TRIAGE.045T	3,354,573 12/11/07	U.S.17
OFTEN IMITATED, NEVER DUPLICATED	TRIAGE.071T	3,944,795 04/12/2011	U.S.
OPTICAGE	TRIAGE.132T	4,234,791 10/30/12	U.S./22
PERPOS	TRIAGE.047T	3,524,778 10/28/08	U.S.
PERX360° SYSTEM	TRIAGE.133T	4,332,413 05/07/2013	U.S.
TELEPORT	TRIAGE.031T	3,146,524 09/19/06	U.S.

Foreign Trademarks

Mark	Knobbe Ref. No.	Reg. No. / Reg. Date	Jurisdiction
BONE-LOK	TRIAGE.010WEU	002528818 08/27/03	European Community

Mark	Knobbe Ref. No.	Reg. No. / Reg. Date	Jurisdiction
	TRIAGE.064WEU	006400832 10/23/08	European Community
OPTICAGE	TRIAGE.132WEU	010429331 04/20/2012	European Community
OPTICAGE	TRIAGE.132WMX	1280696 04/20/2012	Mexico
OPTIPOINT	TRIAGE.131WEU	010429355 04/20/2012	European Community
OPTIPOINT	TRIAGE.131WMX	1283284 04/30/2012	Mexico
PERCUDYN	TRIAGE.040WEU	006024681 05/22/08	European Community
PERPOS	TRIAGE.047WEU	006084586 08/28/08	European Community
PERX360° SYSTEM	TRIAGE.133WEU	010429314 04/20/2012	European Community
PERX360 SYSTEM	TRIAGE.133WMX	1311353 09/13/2012	Mexico