

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476936

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Benvenue Medical, Inc. | | 05/22/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | IZI Medical Products, LLC | | |
| Street Address: | 5 Easter Court, Suite J | | |
| City: | Owings Mills | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21117 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4276505 | BLAZER | |
| Registration Number: | 3781641 | KIVA | |
| Serial Number: | 85452095 | KIVAPLASTY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7036108686 | | |
| <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: | 703-635-3005 | | |
| Email: | ajagtiani@milesstockbridge.com | | |
| Correspondent Name: | Ajay A. Jagtiani | | |
| Address Line 1: | 1751 Pinnacle Drive, Suite 1500 | | |
| Address Line 4: | Tysons Corner, VIRGINIA 22102 | | |
| NAME OF SUBMITTER: | Ajay A. Jagtiani | | |
| SIGNATURE: | /Ajay A. Jagtiani/ | | |
| DATE SIGNED: | 06/06/2018 | | |
| Total Attachments: 8 | | | |
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 22nd day of May, 2018, is by and between Benvenue Medical, Inc., a Delaware corporation ("Assignor"), and IZI Medical Products, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to certain assets of Assignor as set forth in the Purchase Agreement, including the Business Intellectual Property (as such term is defined in the Purchase Agreement);

WHEREAS, the Business Intellectual Property includes the trade names, trademarks and trademark applications and registrations identified on the attached Schedule A (the "Assigned Marks"), and the patents and patent applications and registrations identified on the attached Schedule B (the "Assigned Patents"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property from Assignor.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Business Intellectual Property, including, without limitation: (a) the Assigned Marks and all intellectual property rights therein, including all common-law rights therein and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; and (b) the Assigned Patents and all intellectual property rights therein, including all common-law rights therein and all registrations and applications therefor identified on Schedule B and (d) all works of authorship, trade secrets and all other intellectual property rights included in the Business Intellectual Property ("Other Assigned Intellectual Property"), in any of the foregoing in each case as of the Closing Date (as defined in the Purchase Agreement).

Assignor further assigns to Assignee all of Assignor's rights (i) in and to causes of action and enforcement rights associated with the Assigned Marks Assigned Patents and Other Assigned Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Assigned Marks, Assigned Patents and Other Assigned Intellectual Property and (ii) to apply in any or all countries of the world for trademark and copyright protection for the Business Intellectual Property.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

This Assignment shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

IZI MEDICAL PRODUCTS, LLC

By: 
Name: Don Pierce
Title: Chairman

BENVENUE MEDICAL, INC.

By: _____
Name:
Title:


[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

IZI MEDICAL PRODUCTS, LLC

By: _____
Name: Don Pierce
Title: Chairman

BENVENUE MEDICAL, INC.

By:  _____
Name: ROB WEIGLE
Title: CEO

SCHEDULE A

Assigned Marks

Canada

Benvenue Medical, Inc. **BLAZER** Canada 16 Jun 2011 1532095 Registered
 Benvenue Medical, Inc. 279.0015 **11 Jun 2029** **11 Jun 2014** **TMA879935** Open DAR/RV

Class 10
 Goods Surgical equipment, namely, needles, obturators, and cannulas; all of the aforementioned wares for use in spinal repair procedures.

Benvenue Medical, Inc. **KIVA** Canada 30 Mar 2009 1432899 Registered
 Benvenue Medical, Inc. 279.0009 **31 Jan 2026** **21 Jan 2011** **788285** Open DAR

Class
 Goods Surgical devices, namely, guidewires; surgical equipment, namely, needles, guide pins, obturators, and cannulas; and surgical accessories, namely, implants consisting of artificial materials, all for use in spinal repair procedures

EUTM

Benvenue Medical, Inc. **BLAZER** EUTM 16 Jun 2011 010052231 Registered
 279.0014 **16 Jun 2021** **16 Oct 2011** **010052231** Open DAR

Class 10
 Goods Surgical devices, namely, guidewires; surgical equipment, namely, needles, guide pins, obturators, and cannulas; and surgical accessories, including, bone cement, all for use in spinal repair procedures.

Benvenue Medical, Inc. **KIVA** EUTM 14 Apr 2009 008213456 Registered
 Benvenue Medical, Inc. 279.0006 **14 Apr 2019** **26 Oct 2009** **008213456** Open DAR

Class 5
 Goods Surgical cements for use in spinal repair procedures.

Class 10
 Goods Surgical devices; guidewires; surgical equipment; needles; guide pins; obturators; cannulas; surgical accessories; implants consisting of artificial materials, all for use in spinal repair procedures.

Switzerland

Benvenue Medical, Inc. **KIVA** Switzerland 29 Apr 2009 54685/2009 Registered
 Benvenue Medical, Inc. 279.0012 **29 Apr 2009** **589982** Open DAR

Class 5
Goods Surgical cements for use in spinal repair procedures.

Class 10
Goods Surgical devices, namely, guidewires; surgical equipment, namely, needles, guide pins, obturators, and cannulas; and surgical accessories, namely, implants consisting of artificial materials, all for use in spinal repair procedures.

United States of America

Benvenue Medical, Inc. **BLAZER** United States of America 1 Jun 2011 85335429 Registered
Benvenue Medical, Inc. 279.0013 15 Jan 2023 15 Jan 2013 4276505 Open DAR

Class 10
Goods Surgical devices, namely, guidewires, surgical equipment, namely, needles, guide pins, obturators and cannulas and surgical accessories all for use in spinal repair procedures.

Benvenue Medical, Inc. **KIVA** United States of America 14 Nov 2007 77329807 Registered
Benvenue Medical, Inc. 279.0002 27 Apr 2020 27 Apr 2010 3781641 Open DAR

Class 10
Goods Surgical devices, namely, guidewires; surgical equipment, namely, needles, guide pins, obturators, and cannulas; and surgical accessories, namely, implants consisting of artificial materials, all for use in spinal repair procedures

Benvenue Medical, Inc. **KIVAPLASTY** United States of America 20 Oct 2011 85452095 Abandoned
279.0016 Closed DAR/EB

Class 41
Goods

SCHEDULE B

Assigned Patents

Kiva – US Patents

7,955,391 (Methods for Limiting the Movement of Material Introduced Between Layers of Spinal Tissue)
7,670,375 (Methods for Limiting the Movement of Material Introduced Between Layers of Spinal Tissue)
9,259,326 (Spinal Tissue Distraction Devices)
8,801,787 (Methods of Distracting Tissue Layers of the Human Spine)
7,963,993 (Methods of Distracting Tissue Layers of the Human Spine)
7,670,374 (Methods of Distracting Tissue Layers of the Human Spine)
8,961,609 (Devices for Distracting Tissue Layers of the Human Spine)
8,556,978 (Devices and Methods for Treating the Vertebral Body)
8,057,544 (Methods of Distracting Tissue Layers of the Human Spine)
7,967,865 (Devices for Limiting the Movement of Material Introduced Between Layers of Spinal Tissue)
7,666,227 (Devices for Limiting the Movement of Material Introduced Between Layers of Spinal Tissue)
8,979,929 (Spinal Tissue Distraction Devices)
7,967,864 (Spinal Tissue Distraction Devices)
7,666,226 (Spinal Tissue Distraction Devices)
9,044,338 (Spinal Tissue Distraction Devices)
8,808,376 (Intravertebral Implants)
7,785,368 (Spinal Tissue Distraction Devices)
9,788,974 (Spinal Tissue Distraction Devices)
8,591,583 (Devices for Treating the Spine)
9,326,866 (Devices for Treating the Spine)
9,066,808 (Method of Interdigitating Flowable Material with Bone Tissue)
8,951,288 (Devices and Methods for Treatment of a Bone Fracture)
8,535,327 (Delivery Apparatus for Use With Implantable Medical Devices)
D736,919 (Handle for a Medical Delivery Device)

Blazer- US Patents

8,366,773 (Apparatus and Method for Treating Bone)
8,882,836 (Apparatus and Method for Treating Bone)
8,814,873 (Devices and Methods for Treating Bone Tissue)
9,314,252 (Devices and Methods for Treating Bone Tissue)

Kiva - Foreign Patents

European Patent 1924227 (Spinal Tissue Distraction Devices)
European Patent 2705809 (Spinal Tissue Distraction Devices)
Germany 1924227 (Spinal Tissue Distraction Devices)

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|---------------|---|
| France | 2705809 (Spinal Tissue Distraction Devices) 1924227 (Spinal Tissue Distraction Devices) 2705809 (Spinal Tissue Distraction Devices) |
| Great Britain | 1924227 (Spinal Tissue Distraction Devices) 2705809 (Spinal Tissue Distraction Devices) |
| Australia | 2006279558 (Spinal Tissue Distraction Devices) 2012203869 (Spinal Tissue Distraction Devices) |
| Canada | 2,617,872 (Spinal Tissue Distraction Devices) |
| Japan | 4944111 (Spinal Tissue Distraction Devices) 5339640 (Spinal Tissue Distraction Devices) |

Kiva - Pending US applications

14/700,366 (System, Apparatus and Method for Establishing Intraosseous Vascular Access)
14/705,640 (Spinal Tissue Distraction Devices)
15/710,254 (Devices for Insertion into a Vertebral Body and Methods of Treating a Vertebral Body)
15/098,508 (Devices for Treating the Spine) (abandoned)
14/022,934 (Delivery Apparatus for Use with Implantable Medical Devices) (abandoned)

Blazer - Pending US applications

13/828,151 (Devices and Methods for Treating Bone Tissue)
13/878,081 (Devices and Methods for Injecting Fluid Into the Body) (abandoned)