

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481023

<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>
Vertebral Technologies, Inc.		05/31/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAG, LLC		
<b>Street Address:</b>	5110 Meadville Street		
<b>City:</b>	Excelsior		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55331		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3248025	INTERCUSHION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6128775072		
<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>	6128775307		
<b>Email:</b>	ipmab@lawmoss.com		
<b>Correspondent Name:</b>	Michael A. Bondi		
<b>Address Line 1:</b>	150 South Fifth Street, Suite 1200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	57694.1		
<b>NAME OF SUBMITTER:</b>	Michael A. Bondi		
<b>SIGNATURE:</b>	/Michael A. Bondi/		
<b>DATE SIGNED:</b>	07/09/2018		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Assignment is made by and between Vertebral Technologies, Inc., a corporation organized and existing under the laws of Minnesota, having a business address of 13845 Industrial Park Boulevard, Plymouth, MN 55441 (the "Assignor") of the one part; AND

SAG, LLC, a limited liability company organized and existing under the laws of Minnesota, having a business address of 5110 Meadville Street, Excelsior, MN 55331 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties."

WHEREAS, the Assignor owns all right, title and interest in the trademark INTERCUSHION (the "Trademark") in the United States (the "Territory"), now registered in the U.S. Trademark Office under Reg. No. 3248025, issued May 29, 2007.

WHEREAS, Assignee wishes to acquire the Trademark, together with the goodwill symbolized by the mark and any registrations that have or will issue therefore.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged), the Assignor does hereby assign to the Assignee without any restrictions, limitations or reservations and free and clear of all Liens, all right, title and interest in and to the Trademark in the Territory, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made, including: (i) any and all rights or priority thereto and renewals thereof as may now or hereafter be granted to them by law, (ii) all goodwill related thereto, (iii) all rights to sue, counterclaim and recover damages and profits and all other remedies for claims of past, present and future infringement or misappropriation thereof, and (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademark.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in the Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of rights of any third party in the Territory.

The Trademark is assigned in its present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark

in the Assignee. The Assignor shall also furnish the Assignee with the original certificate covering the Trademark.

4. This Assignment shall be effective as of the date it is fully executed by the Parties. The Parties hereto agree that this Assignment shall be submitted to the U.S. Trademark for recordation against Reg. No. 3248025. Each Party hereto shall fully cooperate with the other with regard to such recordation or additional approval that may be required in connection with the implementation of any portion of this Assignment.
5. This Assignment and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Minnesota.
6. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alterations or supplements to this Assignment shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Assignment, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed on their behalf by their duly authorized officers and representative on this 31st day of May, 2018.

For and on behalf of the Assignor

For and on behalf of the Assignee

VERTEBRAL TECHNOLOGIES, INC.

SAG, LLC

By: \_\_\_\_\_

Name: Matthew Kyle

Title: Chief Executive Officer

By: \_\_\_\_\_

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

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

in the Assignee. The Assignor shall also furnish the Assignee with the original certificate covering the Trademark.

4. This Assignment shall be effective as of the date it is fully executed by the Parties. The Parties hereto agree that this Assignment shall be submitted to the U.S. Trademark for recordation against Reg. No. 3248025. Each Party hereto shall fully cooperate with the other with regard to such recordation or additional approval that may be required in connection with the implementation of any portion of this Assignment.
5. This Assignment and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Minnesota.
6. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alternations or supplements to this Assignment shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Assignment, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed on their behalf by their duly authorized officers and representative on this 31st day of May, 2018.


For and on behalf of the Assignor

For and on behalf of the Assignee

VERTEBRAL TECHNOLOGIES, INC.

SAG, LLC

By: \_\_\_\_\_  
Name: Matthew Kyle  
Title: Chief Executive Officer

By:   
Name: John Graves  
Title: President