

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487941

<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>
Bethesda Chevy Chase Orthopaedic Associates, L.L.P.		08/29/2018	Limited Liability Partnership: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASC Ortho Management Company, LLC		
<b>Street Address:</b>	10215 Fernwood Road		
<b>Internal Address:</b>	Suite 506		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20817		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3480423	ORTHOBETHESDA	
<b>Registration Number:</b>	4783672	WASHINGTON JOINT INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	703-903-9000		
<b>Email:</b>	ipdocketing@milesstockbridge.com		
<b>Correspondent Name:</b>	David R. Schaffer		
<b>Address Line 1:</b>	1751 Pinnacle Drive		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Tysons Corner, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	112235-1		
<b>NAME OF SUBMITTER:</b>	David R. Schaffer		
<b>SIGNATURE:</b>	/David R. Schaffer/		
<b>DATE SIGNED:</b>	08/29/2018		
<b>Total Attachments: 5</b>			
source=Trademark Assignment and Assumption Agreement (OrthoBethesda)#page1.tif			

CH \$65.00 3480423

source=Trademark Assignment and Assumption Agreement (OrthoBethesda)#page2.tif  
source=Trademark Assignment and Assumption Agreement (OrthoBethesda)#page3.tif  
source=Trademark Assignment and Assumption Agreement (OrthoBethesda)#page4.tif  
source=Trademark Assignment and Assumption Agreement (OrthoBethesda)#page5.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is entered into as of August 29, 2018 (the “**Effective Date**”), by and between Bethesda Chevy Chase Orthopaedic Associates, L.L.P., a Maryland limited liability partnership (“**Assignor**”), in favor of ASC Ortho Management Company, LLC, a Delaware limited liability company (“**Assignee**”), pursuant to a Contribution Agreement dated August 29, 2018 (the “**Contribution Agreement**”) by and between Assignor and Assignee. Assignor and Assignee may be referred to herein individually as a “**Party**” and together as the “**Parties.**”

**WHEREAS**, Assignor is the owner of certain trademarks; and

**WHEREAS**, Assignor desires to convey, transfer, assign and deliver all of its rights in and to the Assigned Trademarks (as defined below), pursuant to the Contribution Agreement and on the terms and subject to the conditions set forth in this Assignment and Assignee desires to accept the same.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, effective as of the date first set forth above, all right, title and interest in and to the trademarks set forth on Exhibit A attached hereto (collectively, the “**Assigned Trademarks**”), together with all common law rights and associated goodwill of Assignor or the business connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademarks to its fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Assigned Trademarks.

2. Further Assurances. Assignor shall, upon the reasonable request of Assignee, take such other and further actions as are reasonably necessary to cause the foregoing assignment of the Assigned Trademarks to Assignee to be effectuated, including, without limitation, executing and delivering to Assignor any documents required to be filed with the applicable registrar(s) for the Assigned Trademarks to effectuate their administrative transfer to Assignee.

3. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any conflicts of law provisions that would apply the laws of another jurisdiction.

4. Amendments. This Assignment may not be amended, modified, supplemented or changed, in whole or in part, unless in a separate writing making specific reference to this Assignment and executed by each of the Parties.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be considered an original, and all of which, taken together, shall constitute one and the same instrument. The exchange of copies of this Assignment and of the signature pages hereto by facsimile transmission or by e-mail delivery of a "pdf" data file shall constitute effective and binding execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages thereof for all purposes.

- Signatures appear on the following page -

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above.

**ASSIGNOR:**

BETHESDA CHEVY CHASE ORTHOPAEDIC  
ASSOCIATES, L.L.P.

By: 

Name: Edward J. Bieber, M.D.

Title: Managing Partner

**ASSIGNEE:**

ASC ORTHO MANAGEMENT COMPANY, LLC

By: ASC ORTHO HOLDINGS, LLC, its  
sole Member

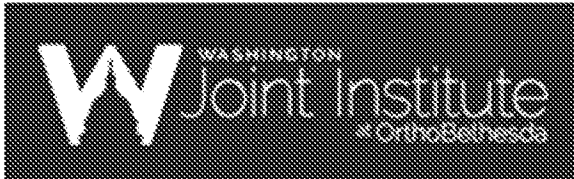
  
By: Edward J. Bieber, M.D.

Title: Manager

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT**

**LIST OF ASSIGNED TRADEMARKS**

1. Company Logos:



2. Registered Trademarks:

TM Record	Mark/Name/A N/RN	Status / Status Date	Owner Information	Application Date	Registration Date	Full Goods/ Services
US Federal Q1 uf 1	<u>ORTHOBETH</u> <u>ESDA</u> RN: 3480423 SN: 77366747	Registered 8 Accepted July 26, 2014	Bethesda-Chevy Chase Orthopaedic Associates, LLP, J. Patrick Caulfield, MD; Edward J. Bieber, MD; Ira D. Fisch, MD; Kurt C. Schluntz, MD; Andre R. Gazdag, MD; Christopher J. Cannova, MD -- All Us Citizens. (MARYLAND LIMITED LIABILITY PARTNERSHIP) 10215 Fernwood Road,	January 8, 2008	August 5, 2008	(Int'l Class: 44) medical services, namely, orthopaedic treatment, surgery and therapy

TM Record	Mark/Name/A N/RN	Status/ Status Date	Owner Information	Application Date	Registration Date	Full Goods/ Services
			Suite 506 Bethesda, Maryland 20817 United States of America			
US Federal Q1 uf 3	WASHINGTON JOINT INSTITUTE RN: 4783672 SN: 86385470	Registered Supplementa l Register July 28, 2015	Bethesda Chevy Chase Orthopaedic Associates, L.L.P. (MARYLAND LIMITED LIABILITY PARTNERSHIP) 10215 Fernwood Road, #506 Bethesda, Maryland 20817 United States of America	September 4, 2014	July 28, 2015	(Int'l Class: 44) medical services in the field of orthopedics