

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aharon Bar		09/22/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Orthofeet, Inc.		
Street Address:	152A Veterans Drive		
City:	Northvale		
State/Country:	NEW JERSEY		
Postal Code:	07647		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87330879	BIOHEELS	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	617-570-1057		
Email:	jlehrer@goodwinlaw.com, scannon@goodwinlaw.com, patentBos@goodwinlaw.com		
Correspondent Name:	Goodwin Procter LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	139787/281245		
NAME OF SUBMITTER:	Joel E. Lehrer		
SIGNATURE:	/Joel E. Lehrer/		
DATE SIGNED:	11/05/2018		
Total Attachments: 2			
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OP \$40.00 87330879

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Agreement**”), dated as of September 22, 2018 (“**Effective Date**”), is made by and between Aharon Bar, a resident of the State of New Jersey residing at 1265 15th Street, Apt. 11M, Fort Lee, New Jersey (“**Assignor**”), and Orthofect, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignee and Assignor have entered into that certain Assignment Agreement, dated as of September 22, 2018 (the “**Assignment Agreement**”), whereby Assignor has conveyed, transferred and assigned to Assignee the Transferred Property (as defined in the Assignment Agreement), and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the trademark “BioHeels,” and all applications for registration in the United States or any other country or jurisdiction pertaining to the same, including United States Trademark Application Serial Number 87330879 (the “**Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignor or Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be advisable or necessary to effect, evidence or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Assignment Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Assignment Agreement, and that this Agreement shall not be deemed to limit, enlarge or extinguish any obligation of the parties hereto under the Assignment Agreement, all of which obligations survive the delivery of this Agreement in accordance with the terms of the Assignment Agreement. In the event of any conflict or inconsistency between the terms of the Assignment Agreement and the terms hereof, the terms of the Assignment Agreement shall govern.

4. Successors and Assigns. This Agreement shall insure to the benefit of, and be binding on, the parties hereto and their respective successors and assigns (if any).

5. Governing Law. This Agreement will be interpreted and controlled by and construed and enforced according to the laws of the State of Delaware without regard to conflicts of laws provisions thereof.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has executed this Agreement as of the date first written above.

ASSIGNOR

By: A. Bar
Name: Aharon Bar

ACKNOWLEDGEMENT

STATE OF NJ
COUNTY OF Bergen ss.

On this the 22 day of Sept, 2018, before me appeared AHARON BAR, the person who signed this instrument, who acknowledged that he or she signed such instrument as his or her free act and deed.

Lorraine Thompson
Notary Public

My commission expires: 9-21-20

LORRAINE THOMPSON
NOTARY PUBLIC OF NEW JERSEY
Commission No. 2085468
My Commission Expires Sept. 21, 2020