

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/27/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NDI Medical LLC		06/25/2019	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	SPR Therapeutics, LLC
Street Address:	22901 Millcreek Boulevard
Internal Address:	Suite 110
City:	Cleveland
State/Country:	OHIO
Postal Code:	44122
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4459384	SPR
Registration Number:	4283225	SPR

CORRESPONDENCE DATA

Fax Number: 216-348-54

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: 216-348-5400

Email: ipmailbox@mcdonaldhopkins.com

Correspondent Name: McDonald Hopkins LLC

Address Line 1: 600 Superior Avenue East

Address Line 2: Suite 2100

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Todd A. Benni
SIGNATURE:	/Todd A. Benni/
DATE SIGNED:	06/25/2019

Total Attachments: 2

source=SPR Assignment from NDI LLC to SPR LLC (8181732x7AB84)#page1.tif

OP \$65.00 4459384

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is effective the 27th day of March, 2017, between NDI Medical LLC, an Ohio limited liability company ("Assignor"), who is the owner of the entire title in the United States trademark registrations set forth in Appendix A (the "Trademarks") and in the goodwill associated therewith, and SPR Therapeutics, LLC, an Ohio limited liability company ("Assignee"), who wants to acquire the entire title in the Trademarks by entering into the Assignment as set forth herein.

THEREFORE, for good and valuable consideration in the amount of \$1.00 (USD), the receipt and sufficiency of which is hereby acknowledged by the Assignor, the parties agree as follows:

- 1. Assignor hereby conveys and assigns unto Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
- 2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Marks;
 - (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
 - (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
 - (iv) there are no liens or security interests against the Marks;
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized.

This document shall be construed, interpreted and applied in accordance with the laws of the State of Ohio.

IN WITNESS THEREOF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the day and year written below.

ASSIGNOR:

NDI Medical, LLC.


By: /s/ 

Name: Leonard M. Cosentino

Title: Vice President

ASSIGNEE:


SPR Therapeutics, LLC

By: /s/ 

Name: Maria E. Bennett

Title: President & CEO

APPENDIX A

Serial No.	Country	Trademark	Filing Date	Registration No.	Registration Date
77981700	United States	SPR 	March 2, 2010	4459384	December 31, 2013
77578547	United States	SPR	September 25, 2008	4283225	January 29, 2013

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