

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561192

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor's name that was incorrectly stated on the original assignment previously recorded on previously recorded on Reel 006424 Frame 0343. Assignor(s) hereby confirms the assignment of the entire interest and goodwill to ASC Ortho Management Company, LLC..
RESUBMIT DOCUMENT ID:	900530776

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bethesda Chevy Chase Orthopaedic Associates, LLC	FORMERLY Bethesda Chevy Chase Orthopaedic Associates, LLP	01/09/2020	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	ASC Ortho Management Company, LLC
Street Address:	10215 Fernwood Road
Internal Address:	Suite 506
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20817
Entity Type:	Limited Liability Company: MARYLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3603842	ORTHOTRAUMABETHESDA

CORRESPONDENCE DATA

Fax Number: 7036108686
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: 7039039000
Email: ipdocketing@milesstockbridge.com
Correspondent Name: David R. Schaffer
Address Line 1: 1751 Pinnacle Drive
Address Line 2: Suite 1500
Address Line 4: Tysons Corner, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	112235-1
NAME OF SUBMITTER:	David R. Schaffer
SIGNATURE:	/David R. Schaffer/

TRADEMARK

DATE SIGNED:	02/07/2020
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Total Attachments: 13

- source=FINAL - OrthoBethesda - Ortho Trauma Trademark Assignment (Fully Executed)#page1.tif
- source=FINAL - OrthoBethesda - Ortho Trauma Trademark Assignment (Fully Executed)#page2.tif
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into January 9, 2020, effective as of August 29, 2018 (the "Effective Date"), by and between Bethesda Chevy Chase Orthopaedic Associates, LLC, a Maryland limited liability company ("Assignor") formerly Bethesda Chevy Chase Orthopaedic Associates, L.L.P., a Maryland limited liability partnership which was converted to a limited liability company pursuant to Articles of Conversion filed with the Maryland State Department of Assessments and Taxation on August 29, 2018 (See Exhibit B attached hereto), 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, LLC

By: 

Name: Chuck Grasmeyer

Title: Practice Administrator

ASSIGNEE:

ASC ORTHO MANAGEMENT COMPANY, LLC

By: 

Name: George Parry, Jr.

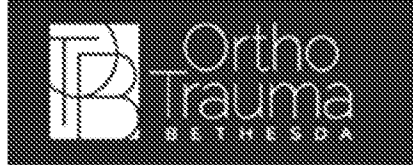
Title: Vice President

[Signature page to Trademark Assignment]

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT**

LIST OF ASSIGNED TRADEMARKS

1. Logos:



2. Trademarks:

a.

US Federal Q1 uf 2	<u>ORTHOTRAU</u> <u>MABETHESD</u> <u>A</u> RN: 3603842 SN: 77366773	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, Suite 506 Bethesda, Maryland 20817 United States of America	January 8, 2008	April 7, 2009	(Int'l Class: 44) medical services, namely, orthopaedic treatment, surgery and therapy
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**EXHIBIT B
TO
TRADEMARK ASSIGNMENT**

CONVERSION DOCUMENTS

*See attached documents with respect to the conversion of Assignor from an LLP to an LLC in
Maryland*

CORPORATE CHARTER APPROVAL SHEET

** EXPEDITED SERVICE **

** KEEP WITH DOCUMENT **

DOCUMENT CODE 100 BUSINESS CODE _____

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

~~Inventing~~ 104524229

Bethesda Chevy Chase
Orthopaedic Associates, L.L.C.

~~Surviving (Transferee)~~

Bethesda Chevy Chase Orthopaedic
Associates, LLC (W19061894)



1000362011495167

ID # W19061894 ACK # 1000362011495167
PAGES: 0003
BETHESDA CHEVY CHASE ORTHOPAEDIC ASSOCI
ATES, LLC

08/29/2018 AT 02:33 P WO # 0004891881

New Name _____

FEES REMITTED

Base Fee: 100
Org & Cap. Fee: _____
Expedite Fee: _____
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: _____
Other: _____

TOTAL FEES: 100

Credit Card _____ Check Cash _____

2 Documents on 1 Checks

Approved By: 19

Sealed By: _____

COMMENT(S):

Articles of org attached
file and

Change of Name _____
Change of Principal Office _____
Change of Resident Agent _____
Change of Resident Agent Address _____
Resignation of Resident Agent _____
Designation of Resident Agent
and Resident Agent's Address _____
Change of Business Code _____
Adoption of Assumed Name _____
Other Change(s) _____

Code 045
Attention: Reznicek

Mail: Names and Address

MILES & STOCKBRIDGE PC
S. REZNICEK
100 LIGHT STREET
BALTIMORE MD 21202-1435

Stamp Work Order and Customer Number HERE

CUST ID: 0003675304
WORK ORDER: 0004891881
DATE: 08-29-2018 02:32 PM
AMT. PAID: \$290.00

TRADEMARK

REEL: 006852 FRAME: 0008

ARTICLES OF CONVERSION

converting

BETHESDA CHEVY CHASE ORTHOPAEDIC ASSOCIATES, L.L.P.
a Maryland limited liability partnership

to

BETHESDA CHEVY CHASE ORTHOPAEDIC ASSOCIATES, LLC
a Maryland limited liability company

Bethesda Chevy Chase Orthopaedic Associates, L.L.P., a Maryland limited liability partnership (the "**Partnership**"), hereby files these articles of conversion (these "**Articles**") with the Maryland State Department of Assessments and Taxation ("**SDAT**") for the purpose of converting from a Maryland limited liability partnership to a Maryland limited liability company and certifies that:

FIRST: The Partnership is a Maryland limited liability partnership formed on October 21, 1996, by filing a Certificate of Limited Liability Partnership with SDAT. The name of the Partnership immediately prior to the filing of these Articles is "Bethesda Chevy Chase Orthopaedic Associates, L.L.P."

SECOND: By virtue of these Articles of Conversion and the Articles of Organization filed with SDAT for record contemporaneously herewith, pursuant to Section 10-7A-02 of the Maryland Limited Partnership Act (the "**LP Act**"), the Partnership will be converted to and known as "Bethesda Chevy Chase Orthopaedic Associates, LLC", a Maryland limited liability company (the "**Company**"), on the terms and conditions set forth herein (the "**Conversion**").

THIRD: The terms and conditions of the Conversion were advised, authorized and approved by the Partnership in the manner and by the vote required by Section 10-7A-02 of the LP Act.

FOURTH: The manner and basis of converting outstanding partnership interests of the Partnership into membership interests of the Company is as follows: all issued and outstanding partnership interests in the Partnership will be convert into an equal percentage of membership interests in the Company, which membership interests will represent 100% of the membership interests in the Company.

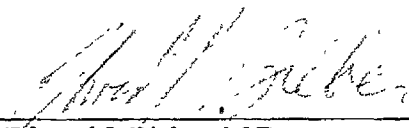
FIFTH: These Articles are effective on the acceptance for record by SDAT.

SIXTH: Upon the completion of the Conversion in accordance the LP Act and the Maryland Limited Liability Company Act, the Company shall, for all purposes of the laws of the State of Maryland, continue as the same entity as the Partnership, and the Conversion will have the effects set forth herein and in the LP Act and the Maryland Limited Liability Company Act.

SEVENTH: The undersigned acknowledges these Articles of Conversion to be the act and deed of the Partnership and, further, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts relating to the Partnership are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, these Articles of Conversion have been duly executed and attested on behalf of the Partnership as of the 29th day of August, 2018.

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


By: Edward J. Bieber, M.D.
Title: Managing Partner

CUST ID: 0003675304
WORK ORDER: 0004891881
DATE: 08-29-2018 02:32 PM
AMT. PAID: \$290.00

[Signature Page to Articles of Conversion - Bethesda Chevy Chase Orthopaedic Associates, L.L.P.]

TRADEMARK
REEL: 006852 FRAME: 0010

ENT CODE 40 BUSINESS CODE 20

Stock _____ Nonstock _____

Religious _____

(Transferor) _____

ving (Transferee) _____



1000362011495134

ID # W19061894 ACK # 1000362011495134
PAGES: 0003
BETHESDA CHEVY CHASE ORTHOPAEDIC ASSOCI
ATES, LLC

08/29/2018 AT 02:32 P WO # 0004891881

New Name _____

FEE REMITTED

Base Fee:	<u>100</u>
Org. & Cap. Fee:	
Expedite Fee:	<u>70</u>
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
Certified Copies	
Copy Fee:	
Certificates	
Certificate of Status Fee:	<u>20</u>
Personal Property Filings:	
Mail Processing Fee:	
Other:	
TOTAL FEES:	<u>190</u>

Change of Name _____
 Change of Principal Office _____
 Change of Resident Agent _____
 Change of Resident Agent Address _____
 Resignation of Resident Agent _____
 Designation of Resident Agent _____
 and Resident Agent's Address _____
 Change of Business Code _____
 Adoption of Assumed Name _____

 Other Change(s) _____

dit Card _____ Check / Cash _____

Documents on 1 Checks

proved By: 17 _____

yed By: _____

COMMENT(S):

*files of conversion attached
File 1st*

Code 045

PLEASE include name on acknowledgement
Attention: S. Reznicek

Mail: Name and Address

MILES & STOCKBRIDGE PC
S. REZNICEK
100 LIGHT STREET
BALTIMORE MD 21202-1435

Stamp Work Order and Customer Number HERE

CUST ID: 0003675304
WORK ORDER: 0004891881
DATE: 08-29-2018 02:32 PM
AMT. PAID: \$290.00

TRADEMARK

BETHESDA CHEVY CHASE ORTHOPAEDIC ASSOCIATES, LLC

ARTICLES OF ORGANIZATION

The undersigned, William M. Davidow, Jr., whose post office address is c/o Miles & Stockbridge P.C., 100 Light Street, Baltimore, Maryland 21202, being at least 18 years of age and duly authorized to execute and file these Articles of Organization, hereby forms a limited liability company under the Maryland Limited Liability Company Act (the "Act") and certifies to the Maryland State Department of Assessments and Taxation ("SDAT") as follows:

1. Conversion from Maryland Limited Partnership. Pursuant to Section 10-7A-02 of the Maryland Limited Partnership Act and the provisions of the Act, these Articles of Organization are being filed with SDAT contemporaneously with Articles of Conversion converting Bethesda Chevy Chase Orthopaedic Associates, L.L.P., a Maryland limited liability partnership (the "**Converting Partnership**"), to Bethesda Chevy Chase Orthopaedic Associates, LLC, a Maryland limited liability company (the "**Company**"). The Converting Partnership is a Maryland limited liability partnership formed on October 21, 1996, by filing a Certificate of Limited Partnership with SDAT. Upon the completion of the conversion in accordance with the Maryland Limited Partnership Act and the Act, the Company shall, for all purposes of the laws of the State of Maryland, continue as the same entity as the Converting Partnership.

2. Name of the Company. The name of the Company is: Bethesda Chevy Chase Orthopaedic Associates, LLC.

3. Principal Office. The principal office, mailing address and place of business of the Company shall be 10215 Fernwood Road, Suite 506, Bethesda, Maryland 20817.

5. Resident Agent. The name and address of the resident agent of the Company are Edward J. Bieber, M.D., 10215 Fernwood Road, Suite 506, Bethesda, Maryland 20817. The resident agent of the Company named herein is a Maryland resident.

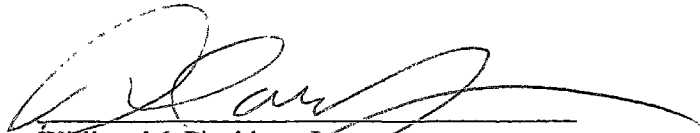
6. Existence. The Company shall have a perpetual existence.

7. Effective Date. These Articles of Organization shall be effective August 29, 2018.

8. Limitation of Authority of Members. Pursuant to Section 4A-401(a)(3) of the Act, no member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to act for the Company solely by virtue of being a member.

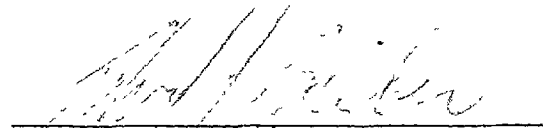
[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned, being duly authorized to execute and file these Articles of Organization, hereby acknowledges the same to be the act of the Company as of August 29, 2018.



William M. Davidow, Jr.

THE UNDERSIGNED HEREBY CONSENTS TO ACT AS THE RESIDENT AGENT IN MARYLAND FOR BETHESDA CHEVY CHASE ORTHOPAEDIC ASSOCIATES, LLC.



Edward J. Bieber, M.D.

CUST ID: 0003675304
WORK ORDER: 0004891881
DATE: 08-29-2018 02:32 PM
AMT. PAID: \$290.00

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ortho-Trauma Bethesda, LLP		08/29/2018	Limited Liability Partnership: MARYLAND
RECEIVING PARTY DATA			
Name:	ASC Ortho Management Company, LLC		
Street Address:	10215 Fernwood Road		
Internal Address:	Suite 506		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20817		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3603842	ORTHOTRAUMABETHESDA	
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:	703-903-9000		
Email:	ipdocketing@milesstockbridge.com		
Correspondent Name:	David R. Schaffer		
Address Line 1:	1751 Pinnacle Drive		
Address Line 2:	Suite 1500		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	112235-1		
NAME OF SUBMITTER:	David R. Schaffer		
SIGNATURE:	/David R. Schaffer/		
DATE SIGNED:	08/29/2018		
Total Attachments: 4			
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source=Trademark Assignment and Assumption Agreement (OrthoTrauma)#page2.tif			

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