

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OT Medical, LLC		01/22/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	OsteoMed LLC		
Street Address:	3885 Arapaho Road		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4585662	INSTAFIX	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chandler Stephens		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	OSTT.T0056US.AP1		
NAME OF SUBMITTER:	Chris R. Andersen		
SIGNATURE:	/Chris R Andersen/		
DATE SIGNED:	08/12/2020		
Total Attachments: 6			
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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Bill of Sale**"), is entered into as of January __, 2017, by and between is entered into among OT Medical, LLC, a Pennsylvania limited liability company ("**Seller**"), and OsteoMed LLC, a Delaware limited liability company ("**Buyer**"). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement between Buyer and Seller, dated as of the date hereof (the "**Purchase Agreement**").

AGREEMENT

Pursuant to the Purchase Agreement and in consideration of the mutual promises herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Assumption.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer all of the Acquired Assets, including but not limited to the Seller Intellectual Property on Schedule I free and clear of all Encumbrances.

2. **Assumption.** Buyer hereby purchases, accepts and acquires from Seller the Acquired Assets free and clear of all Encumbrances. Buyer hereby further assumes and agrees to discharge, to be bound, and perform when due the Assumed Liabilities, subject to any terms, conditions and limitations set forth in the Purchase Agreement.

3. **Power of Attorney.** Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time, except as may be otherwise provided in the Purchase Agreement, when action must be taken in Seller's name, and Seller refuses to do so within five (5) days after receiving written notice from Buyer:

- (a) to demand, receive and collect any and all of the Acquired Assets and to give receipts and releases for and with respect to the same, or any part thereof;
- (b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Acquired Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and
- (c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Acquired Assets and to use Seller's name in such

manner as Buyer may reasonably deem necessary for the collection and recovery of same, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

4. **Terms and Conditions.** This Bill of Sale is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including, without limitation, the representations, warranties and covenants set forth in the Purchase Agreement)

5. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Bill of Sale upon request by Buyer.

6. **Miscellaneous.**

(a) **Conflict of Terms.** In the event of any conflict or inconsistency between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the representations, warranties, covenants, agreements, indemnities or other terms of the Purchase Agreement.

(b) **Governing Law; Consent to Jurisdiction.** This Bill of Sale shall be governed by and construed in accordance with the choice of law provisions set forth in the Purchase Agreement.

(c) **Successors and Assigns.** This Bill of Sale shall be binding upon and inure solely to the benefit of each party hereto and its respective successors and permitted assigns, and nothing in this Bill of Sale, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Bill of Sale.

(d) **Severability.** Should any term, provision or paragraph of this Bill of Sale be determined to be illegal or void or of no force and effect, the balance of the Bill of Sale shall survive.

(e) **Counterparts.** This Bill of Sale may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first written above.

SELLER:

OT MEDICAL, LLC

By: *William A. Rhoads*
Name: *William Rhoads*
Title: *President + CEO*

BUYER:

OSTEOMED, LLC

By: 

Walter Humann
President and Chief Executive Officer

SIGNATURE PAGE TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK
REEL: 007025 FRAME: 0832

SCHEDULE 1

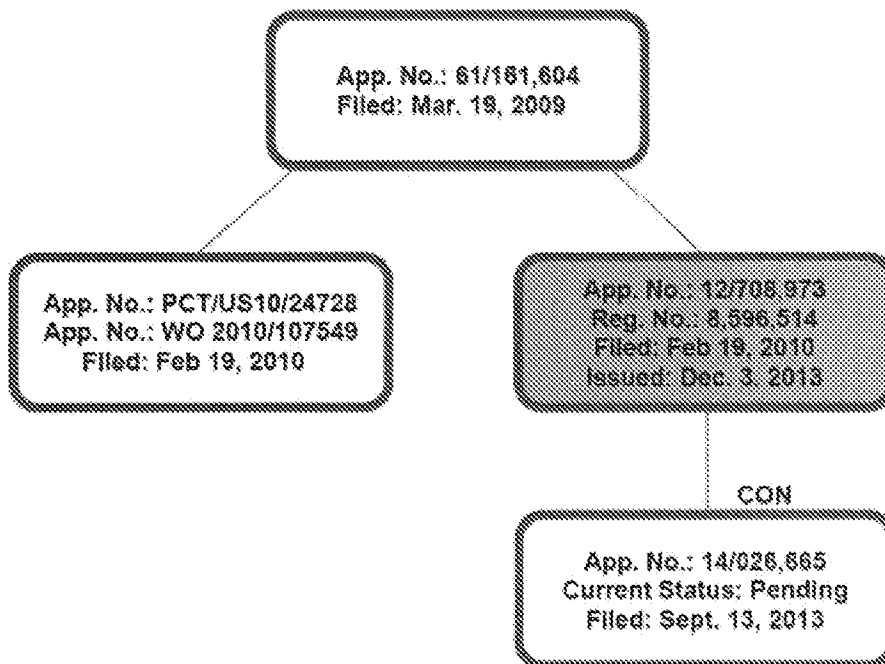
The intellectual property on the list below is limited to the InstaFix and Reverso bone staple product lines.

- FDA 510k submissions (K141550 & K071477) and all related correspondence (e.g. Requests for Additional Information, Substantial Equivalence letters) and subsequent letters to file
- Any 510k Approvals for Accessories manufactured and sold to OT relevant to bone staples
- Design History Files
- Product Tooling/Molds
- Inspection Fixtures, tools, & other inspection aids
- Establishment Inspection Report
- All Advertising Material
- Sales Representative Training Materials
- Journal Articles
- Sales History
- Customer Master
- Device History Records
- Device Master Records
- Copies of NDAs
- Supply/Service Agreements
- Supplier Audit Reports
- Quotations and Pricing Agreements
- Supplier Documentation for Product Configurations
- Test Records
- Process Validations
- Labeling
- Complaint Files & MDRs
- Regulatory assessment history
- CAPA Files
- NCR documentation

- Distributor Agreements
- All CAD files and related engineering drawings, included related OT Medical procedures specified on design drawings
- All Change Control Documents
- Trademarks:

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	85946489	4585662	INSTAFIX	TSDR	LIVE
2	77768530	3774334	REVERTO	TSDR	LIVE
3	77768523	3774333	REVERTO	TSDR	LIVE

- Patents:
 - With the exception of Patents filed in the United States, the patent applications listed below have lapsed.



App. No.	Type of App.
12/708,973	US - Utility
201080019423.8	Chinese
215203	Israel
TBD	Indian
2,755,008	Canadian
2012-500809	Japanese
10705071.8	European
AU 2010226273	Australian