

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertebral Technologies, Inc.		02/04/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Next Orthosurgical, Inc.		
Street Address:	3270 Corporate View, Suite A		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3552283	INTERFUSE	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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:	8587208900		
Email:	docketing@sheppardmullin.com		
Correspondent Name:	Jesse Salen		
Address Line 1:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	60DN-321073		
NAME OF SUBMITTER:	Jesse Salen		
SIGNATURE:	/Jesse Salen/		
DATE SIGNED:	08/19/2020		
Total Attachments: 4			
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CH \$40.00 3552283

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the 4th day of February, 2020, by and between Vertebral Technologies, Inc., a Minnesota corporation, with offices at 13845 Industrial Park Boulevard, Minneapolis, MN 55441, U.S.A. ("Assignor"), and Next Orthosurgical, Inc., a California corporation, with offices at 3270 Corporate View, Suite A, Vista, CA 92081, U.S.A. ("Assignee").

WHEREAS, Assignor is the owner of all the marks set forth on Schedule A attached hereto and made a part hereof (collectively, the "Marks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into between Assignor and Assignee, dated as of the date hereof (the "Asset Purchase Agreement"), Assignor desires to assign to Assignee all of Seller's right, title and interest in and to the Marks, together with the good will of the business pertaining thereto and Assignee desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration for entering into the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, grants, sells and otherwise conveys to Assignee all of Assignor's right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights, together with the good will of the business symbolized by the Marks and all claims for damages by reason of past infringements of the Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

2. Governing Law. This Assignment is governed by and is to be construed and interpreted in accordance with the laws of the State of California, without regard to the laws of conflict that might otherwise apply.

3. Construction. This Assignment is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement will prevail.

4. Modifications, Amendments, or Waivers. This Assignment may be modified, amended or waived only by a written document specifically identifying this Assignment and signed by a duly authorized representative of each of the parties.

5. Facsimile or Scanned Signature. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

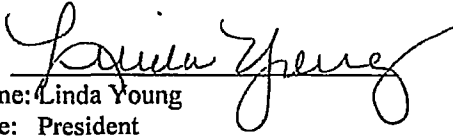
VERTEBRAL TECHNOLOGIES, INC.

DocuSigned by:
By: Paul Hickey
Name: Paul Hickey
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their duly authorized representatives.

ASSIGNEE:

NEXT ORTHOSURGICAL, INC.

By: 
Name: Linda Young
Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007027 FRAME: 0499

SCHEDULE A

Trademarks

Title of Trademark	Serial #	Registration #	Country	Status
INTERFUSE	77315258	3552283	U.S.	Live