

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838714

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orthofix US LLC		09/12/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Duet Spine Holdings, LLC		
<b>Street Address:</b>	1234 Court Street		
<b>City:</b>	Winona Lake		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46590		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90725295	DUET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	518-452-5600		
<b>Email:</b>	sandy.obrien@hrfmlaw.com		
<b>Correspondent Name:</b>	John W. Boger		
<b>Address Line 1:</b>	5 Columbia Circle		
<b>Address Line 2:</b>	Heslin Rothenberg Farley & Mesiti P.C.		
<b>Address Line 4:</b>	Albany, NEW YORK 12203		
<b>NAME OF SUBMITTER:</b>	John W. Boger		
<b>SIGNATURE:</b>	/John W. Boger/		
<b>DATE SIGNED:</b>	09/12/2023		
<b>Total Attachments: 2</b>			
source=3499.035-049 - Trademark Assignment - DUET 9.12.2022 Execution Version (H2765590xD16FB)#page1.tif			
source=3499.035-049 - Trademark Assignment - DUET 9.12.2022 Execution Version (H2765590xD16FB)#page2.tif			

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the “*Assignment*”), dated as of September 12, 2023, is entered into by and between **ORTHOFIX US LLC**, a Delaware limited liability company with a business address of 3451 Plano Parkway, Lewisville, Texas 75056 (“*Assignor*”), and **DUET SPINE HOLDINGS, LLC**, an Indiana limited liability company with a mailing address of P.O. Box 420, Winona Lake, Indiana 46590 (“*Assignee*”).

### RECITALS

WHEREAS, in connection with the termination of that certain Technology Assignment and Royalty Agreement dated as of February 2, 2021, by and among Assignee and Assignor (the “*Technology Agreement*”), Assignor agreed to assign to Assignee all of Assignor’s rights, title and interests in and to certain assets, which assets included the trademark DUET, including U.S. Trademark Application Serial No. 90725295 (the “*Trademark*”); and

WHEREAS, Assignee desires to obtain all such rights, title and interests in the Trademark according to the terms of this Assignment.

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

1. **Assignment.** Assignor sells, conveys, transfers and assigns to Assignee, its successors, assigns and legal representatives, all of its rights, title and interests in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the portion of the business to which the Trademark pertains, and the right to sue for, settle and release all past, present and future infringement thereof.
2. **Further Assurances.** Each party hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, as the other party may reasonably request and without further consideration, such party shall reasonably cooperate with the other party to take such actions, and execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments, and assurances, as necessary in order to effectuate the provisions and purposes of this Assignment. Assignor hereby authorizes Assignee to take any appropriate action to protect the rights, title and interests in, to and under the Trademark hereby sold, conveyed, transferred, assigned and delivered, in the name of Assignor, Assignee or any other name (for the benefit of Assignee and its successors and assigns), against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.
3. **Counterparts.** This Assignment may be executed in two counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but both such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

**ORTHOFIX US LLC**

**(Assignor)**

DocuSigned by:

*Pete Lando*

By: \_\_\_\_\_  
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Name: Pete Lando

Title: Vice President – Intellectual Property

**DUET SPINE HOLDINGS, LLC**

**(Assignee)**

DocuSigned by:

*Jill Serbousek*

By: \_\_\_\_\_  
3119D81B042A4A7...

Name: Jill Serbousek

Title: Managing Member