

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5528831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PIONEER SURGICAL TECHNOLOGY, INC.	08/03/2017
RECEIVING PARTY DATA	
Name:	A&E ADVANCED CLOSURE SYSTEMS, LLC
Street Address:	11150 SANTA MONICA BLVD.
Internal Address:	#750
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16413298
CORRESPONDENCE DATA	
Fax Number:	(312)577-7007
<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>	
Email:	alin@fitcheven.com
Correspondent Name:	FITCH, EVEN, TABIN, & FLANNERY LLP
Address Line 1:	120 SOUTH LASALLE STREET
Address Line 2:	SUITE 2100
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	20857-146580-US
NAME OF SUBMITTER:	JONATHAN H. URBANEK
SIGNATURE:	/Jonathan H. Urbanek/
DATE SIGNED:	05/17/2019
Total Attachments: 9	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “**Agreement**”), effective as of August 3, 2017, is entered into by and between A&E Advanced Closure Systems, LLC, a Delaware limited liability company having a business mailing address at 11150 Santa Monica Blvd. #750, Los Angeles, CA 90025 (“**Assignee**”), and Pioneer Surgical Technology, Inc., a Michigan corporation having a business mailing address at 375 River Park Circle, Marquette, MI 49855 (“**Assignor**”). All capitalized terms used herein and not defined shall have the meaning ascribed thereto in the APA (as defined below).

BACKGROUND

WHEREAS, Assignor is a wholly owned subsidiary of RTI Surgical, Inc., a Delaware corporation (“**Seller**”), which is entering into that certain Asset Purchase Agreement, dated as of even date herewith, by and among Seller, Assignee, solely in its capacity as guarantor of Assignee, Alto Development Corp., a New Jersey corporation, and solely for limited purposes set forth therein, Vance Street Capital II, L.P. (the “**APA**”);

WHEREAS, pursuant to the APA, Seller has agreed, and agreed to cause its Affiliates including Assignor, to sell, assign, transfer, convey and deliver to Assignee the Purchased Assets for value received as between Seller and Assignor, the adequacy and sufficiency of which is hereby acknowledged by Assignor;

WHEREAS, Assignor is the owner of certain Intellectual Property Assets included within the Purchased Assets, including, without limitation, the Intellectual Property Registrations set forth in **Schedule A** hereto (collectively, the “**Pioneer Assets**”); and

WHEREAS, subject to the Intellectual Property Retention and License Agreement between Seller and Assignor, on the one hand, and Assignee, on the other hand, of even date herewith (the “**IP Agreement**”), whereby Assignor retains to itself certain rights with respect to the Pioneer Assets as set forth therein, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, ownership of the Pioneer Assets, including all intellectual property rights therein and goodwill associated therewith.

NOW THEREFORE, in consideration of the mutual promises provided herein, and for other good and valuable consideration, including the benefits to Assignor flowing from the Purchase Price under the APA, the receipt and adequacy of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. ASSIGNMENT. Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of Assignor’s right, title, and interest in and to the Pioneer Assets, including, without limitation, the Intellectual Property Registrations set forth in **Schedule A** hereto, and to any other related copyrights (including all common law rights and applications and registrations for the foregoing); related patent rights (including all future patents that may issue from such patent rights throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the preceding related thereto, and the

right to claim priority to the same); related trade secret rights; related moral rights; together with the goodwill of the business symbolized by and associated with the foregoing; and all other proprietary or intellectual property rights throughout the world related thereto (collectively, the “**Pioneer Intellectual Property Rights**”), same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Pioneer Assets and/or Pioneer Intellectual Property Rights, all claims for damages by reason of past, present and future infringement or misappropriation of the Pioneer Assets and/or Pioneer Intellectual Property Rights or injury to the goodwill associated with the Pioneer Intellectual Property Rights, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives. Anything in this Agreement to the contrary notwithstanding, nothing in this Agreement shall be deemed to supersede, replace, diminish, or otherwise abrogate the rights retained by Assignor under the IP Agreement.

2. UNASSIGNABLE IP. If Assignor has any Pioneer Intellectual Property Rights in and to the Pioneer Assets that cannot be assigned as a matter of law (the “**Unassignable IP Rights**”), Assignor hereby grants to Assignee an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize, exploit and commercialize the Pioneer Assets in any manner without any restriction (unless otherwise agreed by Assignee and Seller), and Assignor hereby unconditionally and irrevocably waives and quitclaims to Assignee any and all claims and causes of action of any kind against Assignee, its successors, assigns, and other legal representatives, and its licensees (through multiple tiers) with respect to such Unassignable IP Rights, and agrees, at Assignee’s request and expense, to consent to and join in any action to enforce such Unassignable IP Rights. Assignor further waives any “moral” rights, or other rights with respect to attribution of authorship or integrity relating to the Pioneer Assets as Assignor may have under any applicable law under any legal theory.

3. ASSISTANCE. Assignor agrees to perform all acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting and enforcing its rights in the Pioneer Assets and the Pioneer Intellectual Property Rights (at Assignee’s cost with respect to enforcement of Assignee’s rights against third parties Assignee alleges infringe its rights under the Pioneer Intellectual Property Rights). Such acts may include executing additional documents and assisting and cooperating in the registration and enforcement of applicable Pioneer Intellectual Property Rights or participating in legal proceedings. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the Pioneer Assets or the Pioneer Intellectual Property Rights, Assignor hereby irrevocably appoints Assignee as his agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents related to the Pioneer Assets and the Pioneer Intellectual Property Rights with the same legal force and effect as if executed by Assignor.

4. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants that Assignor has the full right and authority to enter into this Agreement and to grant the rights granted and perform

its obligations hereunder, and that Assignor has not granted to any third party any security interest, option, lien, license, or encumbrance of any nature, on the Pioneer Assets.

5. NO ROYALTY OBLIGATIONS. Assignor acknowledges and agrees that Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to any of the Pioneer Assets, Pioneer Intellectual Property Rights, or Unassignable IP Rights to the extent any such rights have not been retained by Assignor under the IP Agreement.

6. GENERAL.

6.1 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6.2 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN THE CITY OF WILMINGTON AND COUNTY OF NEW CASTLE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.2(c).

6.3 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on

behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

6.4 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6.5 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof..

6.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first set forth above by the parties hereto.

A&E ADVANCED CLOSURE SYSTEMS, LLC

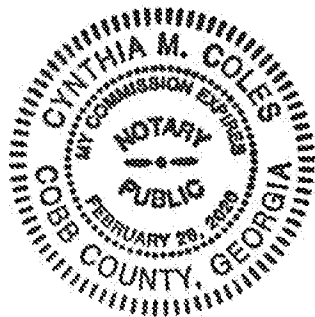
(Assignee)

Signature: *Michael Janish*

Name: Michael Janish

Title: Chief Executive Officer and President

State of <u>Georgia</u> , USA	
County of <u> Cobb </u>	
This instrument was acknowledged before me on <u>August 3rd</u> by _____ as an officer of Assignee	
	Signature: <u><i>Cynthia M. Coles</i></u>
(Seal, if any)	Name: <u>Cynthia M. Coles</u>
	Title and Rank: <u>Notary Public</u>



Signature Page to Assignment of Intellectual Property

PATENT
REEL: 049207 FRAME: 0992

PIONEER SURGICAL TECHNOLOGY, INC.

(Assignor)

Signature: 


Name: Robert P. Jordheim

Title: President

State of Florida, USA

County of Alachua

This instrument was acknowledged before me on August ____, 2017 by John N. Varela as an officer of Assignor

Signature: 

(Seal, if any)

Name: John N. Varela

Title and Rank: EVP, Global Operations

Schedule A

Intellectual Property Registrations

Trademarks

MARK TITLE	COUNTRY	STATUS	DATE FILED	APP. NUMBER	REG. DATE	REG. NUMBER
TRITIUM	AU	Registered	6/15/12	1124914	6/15/12	1124914
TRITIUM	EM	Registered	6/15/12	1124914	6/15/12	1124914
TRITIUM	US	Registered	12/29/11	85505687	2/25/14	4488946
TRITIUM	IB	Registered	6/15/12	1124914	6/15/12	1124914
THORECON	AU	Registered	3/15/16	1296282	3/15/16	1296282
THORECON	EM	Registered	3/16/16	015221328	7/21/16	015221328
THORECON	MX	Registered	3/15/16	1296282	3/15/16	1296282
THORECON	US	Allowed	9/25/15	86768630	N/A	N/A
THORECON	IB	Registered	3/15/16	1296282	3/15/16	1296282

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Patents

TITLE	CO	STATUS	FILING DATE	APP. NO.	ISSUE DATE/ PUB. DATE	PAT. NO. / PUB. NO	INVENTORS
BONE PLATE SYSTEM AND METHOD	US	Issued	Dec 27, 2012	13728878	Feb 23, 2016	9265543	Matthew P. Gephart
BONE PLATE SYSTEM AND METHOD	US	Issued	Mar 15, 2013	13837615	Feb 7, 2017	9561064	Jamie Close, Matthew P. Gephart, Peter Didyk, Robert

							A. Goodwin
TENSIONING INSTRUMENT	US	Issued	Apr 2, 2015	14677688	May 10, 2016	9333021	Matthew P. Gephart
TENSIONING INSTRUMENT AND METHOD	US	Issued	Dec 28, 2012	13730597	Mar 24, 2015	8984720	Matthew P. Gephart
BONE PLATE SYSTEM AND METHOD	AU	Pending	Nov 6, 2013	2013348335	N/A	N/A	Jamie Close, Matthew P. Gephart, Peter Didyk, Robert A. Goodwin
BONE PLATE HAVING A CONNECTOR AND A CONNECTOR FOR A SURGICAL LOOP	US	Pending	Jan 20, 2017	15411682	N/A	N/A	Robert A. Goodwin, Matthew P. Gephart
BONE PLATE HAVING A CONNECTOR AND A CONNECTOR FOR A SURGICAL LOOP	WO	Pending	Jan 20, 2017	PCTUS1714386	N/A	N/A	Robert A. Goodwin, Matthew P. Gephart
DRIVER TOOL AND METHOD	US	Pending	Jun 30, 2017	62527692	N/A	N/A	Robert A. Goodwin, Matthew P. Gephart
SURGICAL CABLE TENSIONER	US	Pending	Jul 29, 2016	62368753	N/A	N/A	Matthew P. Gephart, Peter Didyk
SURGICAL CABLE TENSIONER	US	Pending	Jul 10, 2017	15645029	N/A	N/A	Matthew P. Gephart, Peter Didyk
SURGICAL CABLE TENSIONER	WO	Pending	Jul 10, 2017	PCT/US17/41364	N/A	N/A	Matthew P. Gephart, Peter Didyk
BONE PLATE SYSTEM AND METHOD	CN	Published	Nov 6, 2013	201380071031X	Sep 23, 2015	104936533	Jamie Close, Matthew P. Gephart, Peter Didyk, Robert A. Goodwin
BONE PLATE SYSTEM AND METHOD	KR	Published	Nov 6, 2013	1020157016501	Jul 29, 2015	1020150087393	Jamie Close, Matthew P. Gephart, Peter Didyk, Robert A. Goodwin
BONE PLATE SYSTEM AND METHOD	US	Published	Feb 1, 2017	15422109	May 25, 2017	2017/0143394	Jamie Close, Matthew P. Gephart, Peter Didyk, Robert A. Goodwin
BONE PLATE	US	Published	Dec 5,	14562542	Jun 11, 2015	2015/0157374	John P.

SYSTEM AND METHOD			2014				Sullivan, Matthew P. Gephart
TENSIONING INSTRUMENTS	US	Published	May 28, 2015	14724448	Dec 3, 2015	2015/0342654	Matthew P. Gephart
TENSIONING INSTRUMENT	US	Published	Jul 29, 2016	15223939	Nov 17, 2016	2016/0331431	Matthew P. Gephart
TENSIONING INSTRUMENT	WO	Pending	Jul 10, 2017	PCT/US17/41331	N/A	N/A	Matthew P. Gephart