

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	2
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BIEDERMANN EVOTECH GMBH & CO. KG	05/31/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PARAGON 28, INC.
<b>Street Address:</b>	4B INVERNESS COURT E.
<b>Internal Address:</b>	SUITE 280
<b>City:</b>	ENGLEWOOD
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80112
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15975047
Application Number:	29669502
Application Number:	29694809
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)323-1803
<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>	(203) 323-1800
<b>Email:</b>	pto@gordonjacobson.com
<b>Correspondent Name:</b>	GORDON & JACOBSON, P.C.
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<b>Address Line 4:</b>	STAMFORD, CONNECTICUT 06902
<b>ATTORNEY DOCKET NUMBER:</b>	BDMT-012-DES-002C1-002C2
<b>NAME OF SUBMITTER:</b>	DAVID S. JACOBSON
<b>SIGNATURE:</b>	/David S. Jacobson/
<b>DATE SIGNED:</b>	08/05/2019
<b>Total Attachments: 4</b>	

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**PATENT**

**REEL: 049959 FRAME: 0421**

### ASSIGNMENT

WHEREAS, **Biedermann Evotech GmbH & Co. KG**, a company formed under the laws of Germany and having a place of business at Josefstrasse 5, 78166 Donaueschingen, Germany, (hereinafter, the "**ASSIGNOR**") is the assignee of the entire right, title and interest of inventors Achim Zipse and Gael Dreher in and to the invention(s) disclosed in the US design patent applications and the US provisional application set forth on Schedule "A" annexed hereto and made a part hereof, pursuant to an assignment from the inventors **Achim Zipse** and **Gael Dreher**; and

WHEREAS, **Paragon 28, Inc.**, a company formed under the laws of Colorado and having a place of business at 4B Inverness Court E., Suite 280, Englewood, CO 80112, its successors, legal representatives and assigns (hereinafter, collectively, the "**ASSIGNEE**") is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention(s), and in and to said applications, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **ASSIGNOR**, through its authorized representative, has sold, assigned, transferred and conveyed, and by this assignment does sell, assign, transfer and convey, unto the **ASSIGNEE** the **ASSIGNOR's** entire right, title and interest throughout the world, in and to the invention, inventions or improvements described or set forth in said applications, in any form or embodiment thereof, and in and to said applications, and in and to any provisional or non-provisional application of which said application or applications claim the benefit, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty, and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application or any other application which claims the benefit of said application or applications which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements (hereinafter, collectively, the "**ASSIGNED PATENTS**"), to have and to hold the same to the full end of the term or terms for which any and all such **ASSIGNED PATENTS** may be issued on said invention, inventions or improvements.

The assignment of the **ASSIGNED PATENTS** includes all of the **ASSIGNOR's** interest in documents related to the conception, diligence and reduction to practice of the inventions disclosed in the **ASSIGNED PATENTS** and all domestic and international patent filing documents.

The assignment of the **ASSIGNED PATENTS** includes all of the **ASSIGNOR's** interest in any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions.

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The **ASSIGNOR** does hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to the **ASSIGNEE**, as the assignee of the **ASSIGNOR**'s entire right, title and interest in and to the same, for the sole use and benefit of the **ASSIGNEE**.

The **ASSIGNOR** does hereby covenant and warrant that that the **ASSIGNOR** has full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that the **ASSIGNOR** has not executed and will not execute any instruments in conflict herewith.

The **ASSIGNOR**, for the conditions aforesaid, does hereby covenant and agree to and with the **ASSIGNEE** that the **ASSIGNOR**, its successors, legal representatives and assigns, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for the **ASSIGNEE** may be required or necessary in this or in any foreign country more effectually to secure to and vest in the **ASSIGNEE** the **ASSIGNOR**'s entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

The undersigned hereby grants David P. Gordon, Esq., David S. Jacobson, Esq., Jay P. Sbröllini, Esq. and Christian Mannino, Esq. the power to insert on this **ASSIGNMENT** any further identification which may be necessary in order to comply with the rules of the U.S. Patent and Trademark Office and any foreign issuing authority for the recordation of this document and to correct any errors or defects herein.

IN WITNESS WHEREOF, the **ASSIGNOR** has caused this **ASSIGNMENT** to be executed by its duly authorized officer named below.

As of: May 31, 2017

Biedermann Evotech GmbH & Co. KG

By: [Signature]  
Print Name: TIM BIEDERMAN  
Title: PRESIDENT

[Signature]

Witness' Signature

TANJA LOWAN

Printed Name of Witness

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ACCEPTED BY THE ASSIGNEE:

IN WITNESS WHEREOF, the ASSIGNEE has caused this ASSIGNMENT to be accepted by its duly authorized officer named below.

As of: SEPT, 26, 2017

Paragon 28, Inc.

By: MS

Print Name: FRANK S. BONO

Title: CTD & CO-FOUNDER

**SCHEDULE "A"**

Application No.	Filing Date	Title
U.S. Provisional 62/526,147	June 28, 2017	Surgical Staple and Instrument for Holding and Implanting the Surgical Staple
U.S. Design 29/599,016	March 30, 2017	Staple Holder
U.S. Design 29/599,017	March 30, 2017	Staple Holder