

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6149439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAND-LOK, LLC	06/10/2020
RECEIVING PARTY DATA	
Name:	ORTHOPEDIATRICS CORP.
Street Address:	2850 FRONTIER DRIVE
City:	WARSAW
State/Country:	INDIANA
Postal Code:	46582
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9173685
Patent Number:	9770267
Patent Number:	9770268
Patent Number:	10595904
Application Number:	15660542
Application Number:	16896337
CORRESPONDENCE DATA	
Fax Number:	(317)236-9907
<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:	317-635-8900
Email:	ptodocket.us.dbg@dentons.com
Correspondent Name:	JOHN V. DANILUCK
Address Line 1:	DENTONS BINGHAM GREENEBAUM LLP
Address Line 2:	10 WEST MARKET STREET, SUITE 2700
Address Line 4:	INDIANAPOLIS, INDIANA 46204
NAME OF SUBMITTER:	JOHN V. DANILUCK
SIGNATURE:	/JVDaniluck/
DATE SIGNED:	06/11/2020
Total Attachments: 7	

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made as of June 10, 2020 (the “Effective Date”), by and between **OrthoPediatrics Corp.**, a Delaware corporation (“Assignee”) and **Band-Lok, LLC**, a North Carolina limited liability company (“Assignor”). Assignee and Assignor are each a “Party” and collectively the “Parties”.

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of June 10, 2020 (the “Purchase Agreement”), pursuant to the terms of which Assignor has agreed to sell, assign and transfer, and Assignee has agreed to purchase and accept the Purchased Assets (capitalized terms used herein but not expressly defined herein will have the meanings ascribed to such terms in the Purchase Agreement).

WHEREAS, under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Owned Intellectual Property of Assignor which are not Excluded Assets, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

WHEREAS, the Parties have agreed to execute this Assignment as a condition to the consummation of the transactions contemplated by the Purchase Agreement and to evidence and effect the conveyance, transfer, and assignment of the Owned Intellectual Property as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under certain Owned Intellectual Property which are not Excluded Assets, which includes, but is not limited to, the following:

(a) the patents and patent applications set forth on Schedule A hereto (if any), the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention of Paris (1883) as amended, and all other conventions, and the worldwide right to file applications for said inventions in Assignee’s own name (collectively, the “Patents”);

(b) the trademark registrations and applications set forth on Schedule B hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule B hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s

business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing (collectively, the "Trademarks");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and



2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations or other similar items, to assist in the proper assignment of the Owned Intellectual Property which are not Excluded Assets to Assignee, or any assignee or successor thereto.



4. Governing Law. This Assignment and all disputes, claims or controversies relating to, arising out of, or in connection with this Assignment shall be governed by and construed in accordance with the internal laws of the State of Indiana without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws rules of the State of Indiana

5. Assignment. The rights and benefits of the Parties under this Assignment are assignable or transferable by the Parties to one or more assignees, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Parties' respective successors and assigns.

6. Counterparts. This Assignment may be executed in two or more counterparts (including without limitation facsimile counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment of Intellectual Property as of the Effective Date.

ASSIGNOR:

BAND-LOK, LLC

By: 

Randy Ross
Manager

ASSIGNEE:

ORTHOPEDIATRICS CORP.

By: _____

Mark Throdahl
Chief Executive Officer

21906720.2

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment of Intellectual Property as of the Effective Date.

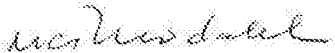
ASSIGNOR:

BAND-LOK, LLC

By: _____
Randy Roof
Member

ASSIGNEE:

ORTHOPEDIATRICS CORP.

By:  _____
Mark Throdahl,
Chief Executive Officer

20906720.2

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

COUNTRY	TITLE	FILING DATE App #	Patent #
US	Tether Clamp & Implantation System	09/14/12 13/618,724	U.S. Patent 9,173,685
AU	Tether Clamp & Implantation System	09/14/12 2012308347	Australian Patent No. 2012308347
AU	Tether Clamp & Implantation System	11/20/15 2015258312	Australian Patent No. 2015258312
AU	Tether Clamp & Implantation System	02/1/18 2018200786	
AU	Tether Clamp & Implantation System	02/17/2020 2020201123	
EP	Tether Clamp & Implantation System	09/14/12 12831730.2	
US	Tether Clamp & Implantation System	06/22/15 14/746,226	U.S. Patent 9,770,267
US	Tether Clamp & Implantation System	03/02/16 15/058,582	U.S. Patent 9,770,268
US	Tensioning Instrument & B& Clamp Tensioning System	08/23/17 15/683,490	U.S. Patent 10,595,904
US	Orthopedic Tethered Implants & System	07/26/17 15/660,542	
US	Orthopedic Tethered Implants & System	06/09/2020 16/896,337	
EP	Orthopedic Tethered Implants & System	2/26/19 PCT 17835214.2	
JP	Orthopedic Tethered Implants & System	1/24/2019 JP2019-504978	
AU	Orthopedic Tethered Implants & System	1/30/2019 2017302286	
WO	Orthopedic Tethered Implants & System	07/26/17 PCT/US17/43976	
WO	Tether Clamp & Implantation System	09/14/12 PCT/US2012/055572	
US	Tether Clamp & Implantation System	09/14/11 61/534,453	
US	Tether Clamp & Implantation System	02/06/12 61/595,296	
US	Orthopedic Tethered Implants, System & Methods	03/01/16 62/301,938	
US	Orthopedic Tethered Implants & System	07/26/16 62/366,866	

SCHEDULE B

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TITLE	FILING DATE App #	Patent #
"BAND LOK"	UNREGISTERED TM	N/A