

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7481154

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MX ORTHOPEDICS, CORP.	01/31/2017
RECEIVING PARTY DATA		
Name:	ARTHREX, INC.	
Street Address:	1370 CREEKSIDE BLVD.	
City:	NAPLES	
State/Country:	FLORIDA	
Postal Code:	34108	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17872154
CORRESPONDENCE DATA		
Fax Number:		
<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:	pringle@mbhb.com	
Correspondent Name:	JORDAN J. PRINGLE	
Address Line 1:	300 SOUTH WACKER DRIVE	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	22-1148-US-CON	
NAME OF SUBMITTER:	JORDAN J. PRINGLE	
SIGNATURE:	/Jordan J. Pringle/	
DATE SIGNED:	08/11/2022	
Total Attachments: 2		
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source=22_1148USCON_MX_Ortho_Arthrex#page2.tif		

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is effective as of January 24, 2017 and is between MX Orthopedics, Corp., a Delaware corporation (the "Assignor") and Arthrex, Inc., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, the Assignee, as the sole shareholder of the Assignor, and the Board of Directors of the Assignor have each determined that it is in the best interests of the Assignor that the Assignor be wound up and dissolved.

WHEREAS, the Assignee, as the sole shareholder of the Assignor, and the Board of Directors of the Assignor have each determined that, in connection with the winding up and dissolution of the Assignor, it is in the best interests of the Assignor to transfer certain of its assets and liabilities to the Assignee pursuant to the terms hereof.

NOW, THEREFORE, in accordance with the provisions set forth herein, the Assignor and the Assignee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Assignment and Assumption.

1.1 Acquired Assets. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, and the Assignee hereby agrees to accept from the Assignor, all right, title and interest in and to all personal and real property and tangible and intangible assets of the Assignor (collectively, the "Acquired Assets").

1.2 Assumed Liabilities. Subject to the terms and conditions hereof, the Assignee does hereby assume all liabilities known to the Assignor as of the date hereof (collectively, the "Assumed Liabilities").

1.3 Knowledge. "Known" means, with respect to the person or entity against whom the standard is being applied, any information, condition or documents which is actually known to, or in the possession of the person or entity, or his, her or its senior management employees, as of the date hereof (as defined herein).

Section 2. Miscellaneous Provisions.

2.1 Further Assurances. The Assignee and the Assignor agree, each at its own expense, to perform all such further acts and execute and deliver all such further agreements, instruments other documents as the other party shall reasonably request to evidence more effectively the assignments and assumptions made by the Assignee and the Assignor hereunder.

2.2 Successors in Interest. This Agreement and all the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties.

2.3 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Delaware.

2.4 Entire Agreement. This Agreement is the entire agreement between the Assignee and the Assignor concerning its subject matter, and supersedes all prior or contemporaneous agreements or understandings between the parties concerning said subject matter.

2.5 Severability. Each and every provision of this Agreement is severable and the invalidity of one or more of such provisions shall not, in any way, affect the validity of this Agreement or any other provision hereunder.

2.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

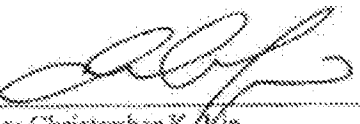
2.7 Modification. This Agreement may only be amended by a writing signed by all parties hereto.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

MX ORTHOPEDICS, CORP.

By: 
Name: Christopher K. Lin
Title: Assistant Secretary and Assistant Treasurer

Address for Notices:

1370 Creekside Blvd

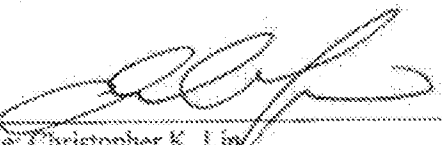
Naples, FL 34108

Attn: Christopher K. Lin

Facsimile: 239-552-2381

ASSIGNEE:

ARTHREX, INC.

By: 
Name: Christopher K. Lin
Title: Assistant Secretary and Assistant Treasurer

Address for Notices:

1370 Creekside Blvd

Naples, FL 34108

Attn: Christopher K. Lin

Facsimile: 239-552-2381