PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI165730

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
Skeletal Kinetics LLC	02/20/2024

RECEIVING PARTY DATA

Company Name:	Colson Medical, LLC	
Street Address:	181 West Madison Street, Suite 4400	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60602	

PROPERTY NUMBERS Total: 16

Property Type	Number
Application Number:	10900029
Application Number:	11189555
Application Number:	13800694
Application Number:	12771999
Application Number:	15083701
Application Number:	13153308
Application Number:	12328720
Application Number:	13554999
Application Number:	10850985
Application Number:	11134051
Application Number:	12568531
Application Number:	14817512
Application Number:	10629321
Application Number:	11694807
Application Number:	13347524
Application Number:	13434669

CORRESPONDENCE DATA

Fax Number: 3128278185

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.

PATENT REEL: 067107 FRAME: 0422

508495244

Phone: 3128074315

Email: chicago.patents@klgates.com

Correspondent Name: Kwangho (James) Jang, Reg. No. 76690

Address Line 1: K&L GATES LLP
Address Line 2: P.O. BOX 1135

Address Line 4: CHICAGO, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	3725146-00001
NAME OF SUBMITTER:	Tina Sieczkowski
SIGNATURE:	Tina Sieczkowski
DATE SIGNED:	04/15/2024

Total Attachments: 9

source=3725146 - Assignment (Skeletal to Colson)#page1.tif source=3725146 - Assignment (Skeletal to Colson)#page2.tif source=3725146 - Assignment (Skeletal to Colson)#page3.tif source=3725146 - Assignment (Skeletal to Colson)#page4.tif source=3725146 - Assignment (Skeletal to Colson)#page5.tif source=3725146 - Assignment (Skeletal to Colson)#page6.tif source=3725146 - Assignment (Skeletal to Colson)#page7.tif source=3725146 - Assignment (Skeletal to Colson)#page8.tif source=3725146 - Assignment (Skeletal to Colson)#page9.tif

PATENT REEL: 067107 FRAME: 0423

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is entered into as of the date of the last signature hereto ("Effective Date"), by and between Skeletal Kinetics LLC (hereinafter "Assignor"), a Delaware limited liability company whose registered office address or principal place of business is at 3885 Arapaho Road, Addison, Texas 75001, USA and Colson Medical, LLC (hereinafter "Assignee"), a Delaware limited liability company whose registered office address or principal place of business is at 181 West Madison Street, Suite 4400, Chicago, Illinois 60602, USA. The Assignor and Assignee are referred to herein from time to time collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor owns right, title, and interest in and to certain inventions set forth in certain United States patents, including corresponding foreign, and international patent applications thereof, more particularly identified on Exhibit A attached hereto (the "Patent Assets");

WHEREAS, Assignor owns right, title, and interest in and to its trademarks and related rights, together with the goodwill connected with the use of and symbolized by such trademarks, more particularly identified on Exhibit B attached hereto (the "Trademark Assets");

WHEREAS, on December 31, 2023 pursuant to a Written Consent of the Sole Member of the Assignor it was determined to voluntarily dissolve and liquidate Assignor as of December 31, 2023 and transfer its assets, including Patent Assets and Trademark Assets, to Assignee, which wholly owns Assignor;

WHEREAS, it is the intention of the parties that Assignor assigns to Assignee the Assignor's entire right, title and interest in and to the Patent Assets, and the inventions set forth therein;

WHEREAS, it is the intention of the parties that Assignor assigns to Assignee the Assignor's entire right, title and interest in and to the Trademark Assets, and the goodwill set forth therein;

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Assignment of Patent Assets</u>. Assignor hereby sells, assigns, and transfers to Assignee and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions or improvements that are disclosed in the Patent Assets and in and to all provisional

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applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of the inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on the inventions or improvements; and in and to all rights of priority resulting from the filing of the Patent Assets, including, without limitation, the right and standing to sue for and recover damages for any past, present or future infringement, misappropriation or unauthorized use of the Patent Assets, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had this Assignment not been made; and

Assignor hereby agrees that Assignee may apply for and receive a patent or patents for the inventions or improvements in its own name; and that, when requested at the expense of Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute the necessary documents associated with all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all the inventions or improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to the inventions or improvements and the history thereof; and generally assist Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for the inventions or improvements and for vesting title to the inventions or improvements, and all applications for patents and all patents on the inventions or improvements, in Assignee, its successors, assigns, and legal representatives.

- 2. <u>Assignment of Trademark Assets</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
 - (a) the Trademark Assets and all registrations, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Assets;

- (b) 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;
- (c) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Trademark Assets;
- (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
- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 3. Recordation and Further Actions. Assignor hereby authorizes the Commissioners for Patents and Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Patent Assets and the Trademark Assets to Assignee, or any assignee or successor thereto.
- 4. <u>Covenant</u>. Assignor furthermore covenants with Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.
- 5. <u>Authority of Seller; Enforceability</u>. Assignor has the full right, power, and authority to enter into this Intellectual Property Assignment and perform its obligations hereunder. The execution, delivery, and performance of this Intellectual Property Assignment by Assignor have been duly authorized by all necessary organizational action of Assignor, and when executed and delivered by both parties, this Intellectual Property Assignment will constitute a legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions.

- 6. <u>Counterparts</u>. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.
- 7. <u>Successors and Assigns</u>. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

ASSIGNOR

Skeletal Kinetics LLC

3885 Arapaho Road Addison, Texas 75001, USA

Signature

Date Signed

Name: Scott Cameron

Title: Secretary

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me this February 20, 2024 by Scott Cameron.

Evangelina Kintner (Notary Public)

My Commission Expires: May 7, 2025

OFFICIAL SEAL

EVANGELINA KINTNER

NOTABY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 5/7/2026

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AGREED TO AND ACCEPTED

ASSIGNEE

The Assignee hereby formally declares to accept all rights, title, and interest to the subject patents and patent applications listed on the attached Exhibit A.

The Assignee hereby formally declares to accept all rights, title, and interest to the subject trademarks and trademark applications listed on the attached Exhibit B.

Colson Medical, LLC

181 West Madison Street, Suite 4400 Chicago, Illinois 60602, USA

Signature

Date Signed

Name: William Contaxis III

Title: President

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me this February 20, 2024 by William Contaxis III.

Evangelina Kintner (Notary Public)

My Commission Expires: May 7, 2025

OFFICIAL SEAL
EVANGELINA KINTNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/7/2026

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EXHIBIT A

Patent Assets

Title	Country	Application No.	Filing Date
CALCIUM PHOSPHATE CEMENTS AND METHODS FOR USING THE SAME	US	10/900,029	7/26/2004
CALCIUM PHOSPHATE CEMENTS AND METHODS FOR USING THE SAME	US	11/189,555	7/25/2005
CALCIUM PHOSPHATE CEMENTS AND METHODS FOR USING THE SAME	US	13/800,694	3/13/2013
CALCIUM PHOSPHATE CEMENTS AND METHODS FOR USING THE SAME	EP	05781881.7	7/25/2005
TEMPERATURE-INSENSITIVE CALCIUM PHOSPHATE CEMENTS	US	12/771,999	4/30/2010
TEMPERATURE-INSENSITIVE CALCIUM PHOSPHATE CEMENTS	US	15/083,701	3/29/2016
TRICALCIUM PHOSPHATE COARSE PARTICLE COMPOSITIONS AND METHODS FOR MAKING THE SAME	US	13/153,308	6/3/2011
TRICALCIUM PHOSPHATE COARSE PARTICLE COMPOSITIONS AND METHODS FOR MAKING THE SAME	US	12/328,720	12/4/2008
TRICALCIUM PHOSPHATE COARSE PARTICLE COMPOSITIONS AND METHODS FOR MAKING THE SAME	US	13/554,999	7/20/2012
RAPID SETTING CALCIUM PHOSPHATE CEMENTS	US	10/850,985	5/20/2004
RAPID SETTING CALCIUM PHOSPHATE CEMENTS	US	11/134,051	5/19/2005
RAPID SETTING HIGH STRENGTH CALCIUM PHOSPHATE CEMENTS COMPRISING CYCLODEXTRINS	US	12/568,531	9/28/2009
RAPID SETTING HIGH STRENGTH CALCIUM PHOSPHATE CEMENTS COMPRISING CYCLODEXTRINS	US	14/817,512	8/4/2015
CALCIUM PHOSPHATE CEMENTS COMPRISING A WATER-SOLUBLE CONTRAST AGENT	US	10/629,321	7/28/2003

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Title	Country	Application No.	Filing Date
CALCIUM PHOSPHATE CEMENTS COMPRISING AUTOLOGOUS BONE	US	11/694,807	3/30/2007
USE OF VIBRATION IN COMPOSITE FIXATION	US	13/347,524	1/10/2012
USE OF VIBRATION WITH ORTHOPEDIC CEMENTS	US	13/434,669	3/29/2012

EXHIBIT B

Trademark Assets

Mark	Jurisdiction	Registration Number	Registration Date
BONEXT IMPRESS	United States	5223749	13-JUN-2017
SKAFFOLD RENU	United States	4415519	08-OCT-2013
INJECT	United States	3146330	19-SEP-2006
IMPACT	United States	3146331	19-SEP-2006
Logo Design	United States	2957636	31-MAY-2005
NoMIX	United Kingdom	UK00912442091	13-MAY-2014
CAAP	United Kingdom	UK00801139531	22-OCT-2013
SKAFFOLD	United Kingdom	UK00908647828	18-JUN-2010
SKAFFOLD FLOW	United Kingdom	UK00908648024	18-JUN-2010
SKAFFOLD IMPRESS	United Kingdom	UK00908648362	18-JUN-2010
NoMIX	EU	12442091	13-MAY-2014
SKAFFOLD FLOW	EU	8648024	18-JUN-2010
SKAFFOLD IMPRESS	EU	8648362	18-JUN-2010
SKAFFOLD	EU	8647828	18-JUN-2010
InjectionPlasty	WIPO	1178885	17-MAY-2013
Induce	WIPO	1175755	17-MAY-2013

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