

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI269157

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CFX, LLC	05/24/2024
RECEIVING PARTY DATA	
Company Name:	Thuasne CFX, LLC
Street Address:	669 East Industrial Park Drive
City:	Manchester,
State/Country:	NEW HAMPSHIRE
Postal Code:	03103
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	11234853
Patent Number:	10524948
Patent Number:	10143583
Patent Number:	10238521
Application Number:	18085826
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>	
Phone:	6172174731
Email:	katherine.coker@nelsonmullins.com,ipdocket@nelsonmullins.com
Correspondent Name:	Katherine Coker
Address Line 1:	One Financial Center
Address Line 2:	Suite 3500
Address Line 4:	Boston, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	082019-00002
NAME OF SUBMITTER:	Katherine Coker
SIGNATURE:	Katherine Coker
DATE SIGNED:	05/31/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”), is made and entered into as of May 24, 2024, by and between Thuasne CFX, LLC, a Delaware limited liability company (“US Buyer”), and CFX LLC, a New Hampshire limited liability company (“US Seller” and together with US Buyer, each a “Party” and, collectively, the “Parties.” Capitalized terms used, but not defined, herein have the meanings given to them in the Purchase Agreement (as such term is defined below).

RECITALS

A. This Agreement is being entered into pursuant to that certain Asset and Share Purchase Agreement dated as of even date herewith by and among the Parties and the other parties thereto (the “Purchase Agreement”); and

B. Pursuant to the Purchase Agreement, US Seller desires to transfer and assign to US Buyer, and US Buyer desires to accept the transfer and assignment of, all of the Registered Intellectual Property and Intellectual Property Rights (the “Intellectual Property”).

Accordingly, in consideration of promises set forth below, the Parties hereby agree as follows:

1. **Assignment.** US Seller assigns to US Buyer all of US Seller’s legal and equitable rights, titles, and interests of whatever nature throughout the world in and to all intangible rights and property owned by or licensed to US Seller, including, without limitation, the Intellectual Property Rights and the Registered Intellectual Property (which include, without limitation, the intangible rights and property identified on Schedule A attached hereto), and all registrations and applications for registrations thereof, together with the goodwill and going concern value of US Seller and the US Business, and together with all of US Seller’s right to sue and recover for past, present, and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations thereof (the foregoing, collectively, the “Assigned Intellectual Property”), which rights, titles, and interests are being assigned free and clear of all Liens (other than Permitted Liens), the same for US Buyer to have and to hold fully and entirely as the same would have been held by US Seller had this assignment not been made.

2. **Further Assurances.** US Seller shall execute, at US Buyer’s expense, all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Intellectual Property and enforcing the same, as US Buyer may reasonably request, together with any assignments thereof to US Buyer or persons designated by it. In the event US Buyer is unable, after reasonable effort, to secure US Seller’s signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright or other right or protection relating to any Assigned Intellectual Property, for any reason whatsoever, US Seller irrevocably designates and appoints US Buyer and its duly authorized officers and agents as US Seller’s agent and attorney-in-fact to act for and on US Seller’s behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by US Seller.

3. **Filing.** US Seller acknowledges and agrees that this Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any

other office deemed applicable by US Buyer, and, accordingly, that US Buyer will be reflected as the successor in title to the Assigned Intellectual Property and all applications and registrations therefor.

4. Use. US Seller shall assist US Buyer, upon US Buyer's reasonable request and at US Buyer's sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any Assigned Intellectual Property. Further, US Seller shall not directly or indirectly, challenge US Buyer's ownership of or right to use any of the Assigned Intellectual Property. US Seller shall not directly or indirectly use, register, or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between US Seller and US Buyer or is confusingly similar to any of the Assigned Intellectual Property. US Seller shall assist US Buyer, upon US Buyer's reasonable request and at US Buyer's expense, with securing issued patents, trademark registrations, and copyright registrations for the Assigned Intellectual Property and enforcing the Assigned Intellectual Property against third parties.

5. No Third-Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than US Buyer, US Seller and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of US Buyer, US Seller, and their respective successors and permitted assigns.

6. Conflict. This Assignment is subject to the provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

7. Modification. This Assignment may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and each of their respective successors and permitted assigns.

9. Governing Law. This Assignment and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Incorporation. Sections 9.3 and 9.5 – 9.10 of the Purchase Agreement are incorporated by reference herein mutatis mutandis.

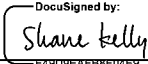
11. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

[Signature page follows]

The Parties have executed this Intellectual Property Assignment as of the date first set forth above.

US BUYER

Thuasne CFX, LLC

By:  _____
Name: Shane P. Kelly
Title: Chief Executive Officer

US SELLER

CFX LLC

By: _____
Name: Shelly Barnett
Title: Manager

[Signature Page to Intellectual Property Assignment]

PATENT
REEL: 067582 FRAME: 0718

The Parties have executed this Intellectual Property Assignment as of the date first set forth above.

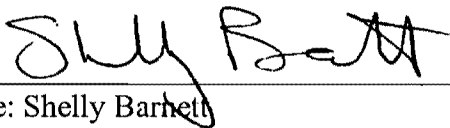
US BUYER

Thuasne CFX, LLC

By: _____
Name: Shane P. Kelly
Title: Chief Executive Officer

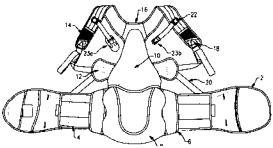
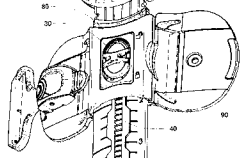
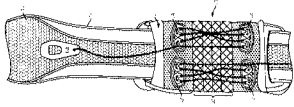
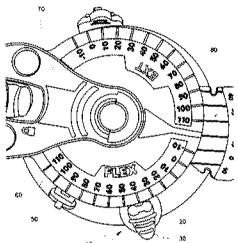
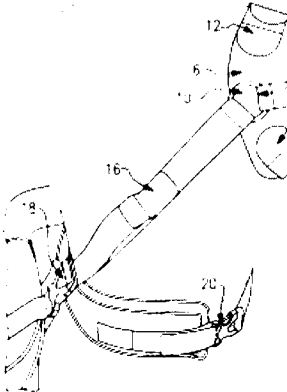
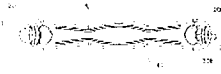
US SELLER

CFX LLC

By:  _____
Name: Shelly Barnett
Title: Manager

Schedule A

Patents

Application / Patent No.	Title	Patent Granted	
US 11,234,853	Thoracic Lumbar Sacral Orthosis Back Brace	Jan 12, 2022	
US 10,524,948	Micro-Adjustable Telescoping Arms for Orthopedic Braces	Dec 18, 2019	
US 10,143,583	Lumbar Brace	Nov 14, 2018	
US 10,238,521	Flex Lock for Orthotic Braces	March 6, 2019	 FIG. 5
US 20230123217	Comfort harness for orthotic brace	Pending	 FIG. 1A
US 2015/0057586	A1 Flex Lock for Orthotic Braces	March 26, 2019	

Trademarks

Graphic representation	Trade mark name	Application date	Goods and Services	Trade mark status	Trade mark office	Application number	Trade mark type	Registration date
	CONTENDER	29/07/2013	10	Registered	United States-USPTO	86022117	Word	04-09-2014
	CORFLEX	23/06/1993	10	Registered	United States-USPTO	74404722	Word	31-05-1994
	CORFLEX	23/08/1999	10	Registered	United States-USPTO	75781606	Combined	10-08-2004
	DESIGNED FOR LIFE	19/08/2013	10	Registered	United States-USPTO	86041950	Word	18-09-2014
	DISC UNLOADER	05/04/2004	10	Registered	United States-USPTO	78998501	Word	09-08-2005

Tradenames

- Corflex
- CFX

URLs

- Corflex.com
- Corflexglobal.com
- Education.corflexglobal.com
- Servicehub.corflexglobal.com