

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NeuroStructures, LLC		12/31/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NeuroStructures, Inc.		
Street Address:	16 Technology Drive, Suite 165		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85764541	TEMPUS	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<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:	908-654-5000		
Email:	trademarkadmin@ldlkm.com		
Correspondent Name:	BRENT L. FARESE		
Address Line 1:	600 South Avenue West		
Address Line 4:	Westfield, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	SPINE 10.1-464		
NAME OF SUBMITTER:	BRENT L. FARESE		
SIGNATURE:	/BRENT L. FARESE/		
DATE SIGNED:	04/09/2015		
Total Attachments: 4			
source=NEUROSTRUCTURE LLC TO INC. #1 Confirmatory Assignment - executed#page1.tif			
source=NEUROSTRUCTURE LLC TO INC. #1 Confirmatory Assignment - executed#page2.tif			
source=NEUROSTRUCTURE LLC TO INC. #1 Confirmatory Assignment - executed#page3.tif			
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OP \$40.00 85764541

CONFIRMATORY ASSIGNMENT

WHEREAS, NeuroStructures, LLC, a California limited liability company ("LLC"), pursuant to a December 31, 2013 Written Consent of The Sole Member of NeuroStructures, LLC ("Written Consent"), on December 31, 2013, filed with the Secretary of State in the State of California a Certificate of Dissolution and a Certificate of Cancellation to wind up and dissolve LLC, such Written Consent authorizing LLC to distribute assets of LLC to the sole Member of LLC;

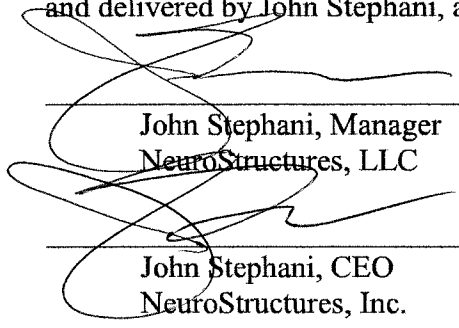
WHEREAS, the sole Member of LLC on December 31, 2013 was NeuroStructures, Inc., a California corporation established pursuant to Articles of Incorporation filed with the Secretary of State in the State of California on December 18, 2013 ("INC") for the purpose of continuing certain aspects of the business of LLC, INC having purchased all outstanding Class A and Class B ownership interests in LLC such that INC owned all interests in LLC prior to dissolution; and

WHEREAS, pursuant to a December 10, 2014 Agreement Regarding Assignments, INC (a) consented to the conveyance, transfer and assignment from Blackstone Medical, Inc., d/b/a Orthofix Spinal Implants, to Howmedica Osteonics Corp. of an Exclusive License Agreement and a Distribution Agreement relating to the Tempus product ("the Tempus agreements"), both dated January 11, 2013 and amended August 15, 2014, and (b) assigned to Howmedica Osteonics Corp. the right, title and interest in and to the "Intellectual Property Rights" subsisting in (i) the Tempus trademark, together with the goodwill established through the past use of and symbolized by the Tempus trademark, and including U.S. Trademark Registration No. 4,353,896, (ii) the "Licensed Patents," (iii) the "Licensed Non-Patent IP" and (iv) "Further Developments," as each quoted term is defined and set forth in the Exclusive License Agreement and in Exhibit A thereof, Exhibit A being reproduced (and updated for convenience) on Schedule A hereto, such assignment including all copyrights subsisting in all published or unpublished materials relating to the manufacture, marketing, sale and use of the Tempus plate distributed by Orthofix, including all design files, engineering drawings, advertising, marketing and promotional materials, clinical materials, surgical protocols and templates, and photographs; and as such, the foregoing assignment includes the assignment of all of the right, title and interest in and to all works of authorship ("Works") that are based upon, derived from or incorporate the copyrights included in the Intellectual Property Rights, and includes the right to use the Works for any purpose whatsoever, including the rights to publish, display, distribute, reproduce, modify, derive from, revise, license, sell, use and commercialize the Works throughout the world, in any form or medium, LLC expressly retaining no rights whatsoever to the Works and forfeiting any reversionary rights, recapture rights or any other rights associated with the Works, and also including the right to sue for and collect for Howmedica Osteonics Corp.'s sole benefit all past damages for any infringement, violation or misappropriation of any of the assigned rights (hereinafter, collectively "the Transferred IP Assets").

In connection with winding up its affairs in December 2013, LLC transferred all of its right, title and interest in and to the Tempus Agreements and the Transferred IP Assets to INC. If and to the extent LLC's transfer of the Tempus agreements (as relates to (a) above) and/or the transfer to INC of the right, title and interest in and to the Transferred IP Assets (as relates to (b)

above) was not fully effectuated, whether as set forth above, by operation of law or otherwise, then, in exercising the authority contained in Cal. Corp. Code Sections 17354 and or 17707.06, effective as of no later than December 31, 2013, *nunc pro tunc*, LLC hereby: (a) conveys, transfers and assigns the Tempus agreements to INC, and (b) assigns, transfers and conveys to INC, the entire right, title and interest in and to the Transferred IP Assets, the same to be held and enjoyed by INC and, as of December 10, 2014, by its successor and assign in Howmedica Osteonics Corp., without any reservation or limitation whatsoever. As of no later than December 31, 2013, *nunc pro tunc*, INC hereby assumes the conveyance, transfer and assignment of the Tempus agreements and accepts the assignment of the Transferred IP Assets.

IN WITNESS WHEREOF, the Parties have caused this Assignment, to be duly executed and delivered by John Stephani, an authorized officer of both parties.



John Stephani, Manager
NeuroStructures, LLC

John Stephani, CEO
NeuroStructures, Inc.

4-6-15
Date

4-6-15
Date

State: _____
County: _____

See attached

John Stephani appeared before me on _____, 2015. He declared to me that he is the person described in this Assignment on behalf of both parties, NeuroStructures, LLC and NeuroStructures, Inc. He executed this Assignment before me, and declared that his execution was completely voluntary.

Notary Public

My commission expires on:

Schedule A

Updated Exhibit A From License Agreement

I. PATENTS

A. UNITED STATES PATENTS: 8,668,723

B. FOREIGN (NON-U.S.) PATENTS:

II. APPLICATIONS

A. UNITED STATES PATENT APPLICATIONS:

14/453,458; 14/158,995 (Publ. No. 2014/0135848)

B. FOREIGN (NON-U.S.) PATENT APPLICATIONS:

And including all other patents or patent applications, foreign or domestic, including continuations, divisionals, continuations-in-part or substitutes, which claim priority from any of the foregoing patents or patent applications.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

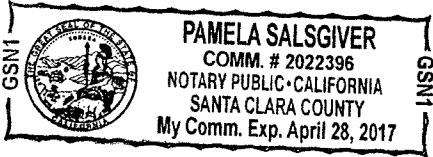
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On 4/6/15 before me, Pamela Salsgiver, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared John Stephani
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Pamela Salsgiver
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Confirmatory Assignment Document Date: 4/6/15
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____