

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3628711

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PRONERVE HOLDINGS, LLC	04/14/2015
RECEIVING PARTY DATA		
Name:	SPECIALTYCARE IOM SERVICES, LLC	
Street Address:	3100 WEST END AVENUE	
Internal Address:	SUITE 800	
City:	NASHVILLE	
State/Country:	TENNESSEE	
Postal Code:	37203	
PROPERTY NUMBERS Total: 6		
	Property Type	Number
	Patent Number:	8260427
	Application Number:	12951975
	Application Number:	12813745
	Application Number:	12724778
	Application Number:	12899132
	Application Number:	13566529
CORRESPONDENCE DATA		
Fax Number:	(206)359-7198	
<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:	kseddiqui@perkinscoie.com	
Correspondent Name:	PERKINS COIE LLP	
Address Line 1:	P.O. BOX 1247	
Address Line 4:	SEATTLE, WASHINGTON 98111-1247	
ATTORNEY DOCKET NUMBER:	117683-8000	
NAME OF SUBMITTER:	K SEDDIQUI	
SIGNATURE:	/k seddiqui/	
DATE SIGNED:	11/23/2015	
Total Attachments: 6		

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PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of April 14, 2015 (the "Effective Date"), by and among ProNerve, LLC, a Delaware limited liability company (the "Company"), and SpecialtyCare IOM Services, LLC (the "Purchaser"), a Delaware limited liability company (the "Purchaser Parent").

RECITALS

WHEREAS, the Company and ProNerve Holdings, LLC, a Delaware limited liability company (the "Holdings"), Boulder Intraoperative Monitoring, LLC, a Colorado limited liability company, Colorado Intraoperative Monitoring, LLC, a Delaware limited liability company, Denver South Intraoperative Monitoring, LLC, a Delaware limited liability company, Eugene Intraoperative Monitoring, LLC, a Delaware limited liability company, ProNerve Technologies, LLC, a Delaware limited liability company, Riverside Intraoperative Monitoring, LLC, a Delaware limited liability company, and Topeka Intraoperative Monitoring, LLC, a Delaware limited liability company (collectively, the "Subsidiaries" and, together with the Holdings and the Company, the "Sellers") and the Purchaser have entered into that certain Asset Purchase Agreement (the "APA"), pursuant to which, among other things, the the Company has agreed to sell, assign, transfer, convey and deliver to the Purchaser all right, title and interest of the Company in and to the Assigned Trademarks (each as defined below) and the Purchaser has agreed to purchase and accept all right, title and interest of the Company in and to the Assigned Trademarks and the Assigned Patents from the Company.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assigned Trademarks. "Assigned Trademarks" means the trademark and service mark registrations and applications listed on Schedule 1 attached hereto. "Assigned Patents" means the registered patents and patent applications listed on Schedule 2 attached hereto.

2. Assignment. The Company does hereby sell, assign, transfer, convey and deliver to the Purchaser all right, title and interest of such Sellers in and to the Assigned Trademarks for the Purchaser's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Sellers if this Trademark Assignment and sale had not been made, together with the goodwill symbolized by the Assigned Trademarks and the Assigned Patents and the business associated therewith, and all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to sue and recover damages for past, present and future infringement or dilution of any of the Assigned Trademarks and the Assigned Patents.

3. Recordation. The Company hereby requests and authorizes the Commissioner of Patents and Trademarks, and any other applicable governmental entity, to record the Purchaser as the owner of the Assigned Trademarks and the Assigned Patents, as

assignee of the entire right, title and interest in and to the same. The Purchaser shall have the right to record this Trademark Assignment with all applicable governmental entities so as to perfect its ownership of the Assigned Trademarks and the Assigned Patents.

4. Counterparts. This Trademark and Patent Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. A faxed or electronic (i.e., PDF) signature shall be deemed original for all purposes under this Trademark and Patent Assignment.

5. Further Assurances. Each of the parties hereto agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by the other party to give effect to this Trademark and Patent Assignment and to vest, perfect, confirm, record or otherwise reflect the parties' rights as set forth herein.

6. Governing Law; Submission of Jurisdiction; Waiver of Jury Trial. This Trademark and Patent Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

SELLER:

PRONERVE, LLC

By: 

Name: George D. Pillari

Title: Chief Executive Officer

PURCHASER:

SPECIALTYCARE IOM SERVICES, LLC

By: 

Name:

Title:

[Signature Page to Patent and Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

SELLER:

PRONERVE, LLC

By: _____
Name: George D. Pillari
Title: Chief Executive Officer

PURCHASER:

SPECIALTYCARE IOM SERVICES, LLC

By:  _____
Name: Jeffrey Gray
Title: Chief Financial Officer

[Signature Page to Patent and Trademark Assignment]

Schedule 1

Assigned Trademarks

U.S. Trademark Registrations

Serial Number: 77730364	Filing Date: 05/06/2009
Registration Number: 3739190	Registration Date: 01/19/2010
Mark: NIMCO	
Drawing Type: STANDARD CHARACTER MARK	
Serial Number: 77730463	Filing Date: 05/06/2009
Registration Number: 3742005	Registration Date: 01/26/2010
Mark: NIMCO	
Drawing Type: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/LETTER(S)/NUMBER(S)	
Serial Number: 77955314	Filing Date: 03/10/2010
Registration Number: 3869668	Registration Date: 11/02/2010
Mark: PHYSIOM THE SURGEON'S CHOICE OFR PATIENT	
Drawing Type: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/LETTER(S)/NUMBER(S)	

Schedule 2

Assigned Patents

U.S. Patent Registrations

Title	Patent No.	Issue Date	Expiration Date
Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	8260427	9/4/2012	3/30/2031

U.S. Patent Applications

Title	Application No.	File Date	Issue Date
Bite Block	12951975	11/22/2010	
Endotracheal Tube with a Selectively Positional Electrode	12813745	6/11/2010	
Somatosensory Evoked Potential (SSEP) Automated Alert System	12724778	3/16/10	
Garment to Facilitate Electrode Placement for Intraoperative Monitoring	12899132	10/6/2010	
POOS.01.01- CON Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	13566529	8/3/2012	
Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	12831708	7/7/2010	9/4/2012