

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3710773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PRONERVE HOLDINGS, LLC	12/28/2015
BOULDER INTRAOPERATIVE MONITORING, LLC	12/28/2015
COLORADO INTRAOPERATIVE MONITORING, LLC	12/28/2015
DENVER SOUTH INTRAOPERATIVE MONITORING, LLC	12/28/2015
EUGENE INTRAOPERATIVE MONITORING, LLC	12/28/2015
PRONERVE TECHNOLOGIES, LLC	12/28/2015
RIVERSIDE INTRAOPERATIVE MONITORING, LLC	12/28/2015
TOPEKA INTRAOPERATIVE MONITORING, LLC	12/28/2015
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: 9	
Property Type	Number
Patent Number:	8260427
Patent Number:	8626317
Patent Number:	8577477
Patent Number:	8996092
Application Number:	12724778
Application Number:	12899132
Application Number:	13566529
Application Number:	14630213
Application Number:	14071562
CORRESPONDENCE DATA	
Fax Number:	(615)850-8680
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	025425.56527
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NAME OF SUBMITTER:	BLAKE M. BERNARD
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SIGNATURE:	/BLAKE M. BERNARD, REG. #72435/
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DATE SIGNED:	01/26/2016
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Total Attachments: 5

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PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "Patent and Trademark Assignment") is entered into as of December 28, 2015 (the "Effective Date"), by and among ProNerve, LLC, a Delaware limited liability company (the "Company"), 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 SpecialtyCare IOM Services, LLC, a Delaware limited liability company (the "Purchaser").

RECITALS

WHEREAS, Sellers and the Purchaser have entered into that certain Asset Purchase Agreement (the "APA"), pursuant to which, among other things, the Sellers have agreed to sell, assign, transfer, convey and deliver to the Purchaser all right, title and interest of the Sellers in and to the Assigned Trademarks and Assigned Patents (each as defined below) and the Purchaser has agreed to purchase and accept all right, title and interest of the Sellers in and to the Assigned Trademarks and the Assigned Patents from the Sellers.

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 and Assigned Patents. "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 and related inventions listed on Schedule 2 attached hereto.

2. Assignment. The Sellers do 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 business associated therewith, and all income, royalties, damages or payments due or payable as of the Effective Date. The Sellers do hereby sell, assign, transfer, convey and deliver to the Purchaser all right, title and interest of such Sellers in and to the Assigned Patents; in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the U.S. or in any foreign country with respect to the inventions of the Assigned Patents and improvements thereto; in any and all applications, including provisionals, non-provisionals, continuations, continuations-in-part, divisions, PCT applications, PCT national stage entry applications, or corresponding foreign patent applications that may be filed with respect to the inventions of the Assigned Patents or

improvements thereto, and any and all patents resulting therefrom, including the patent applications of the Assigned Patents; the right to claim priority to the patent applications of the Assigned Patents; and the rights to be granted one or more patents in any country in the world. The Trademark and Patent assignments listed above include, 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. Sellers hereby request and authorize 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 Patent and Trademark Assignment with all applicable governmental entities so as to perfect its ownership of the Assigned Trademarks and the Assigned Patents.

4. Counterparts. This Patent and Trademark 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 Patent and Trademark Assignment.

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


6. Governing Law; Submission of Jurisdiction; Waiver of Jury Trial. This Patent and Trademark 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.

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


SELLERS:

PRONERVE HOLDINGS, LLC

By: 
Name: Alan Halperin
Title: Bankruptcy Plan Administrator

PRONERVE, LLC


By: PRONERVE HOLDINGS, LLC, its sole member

By: 
Name: Alan Halperin
Title: Bankruptcy Plan Administrator

**BOULDER INTRAOPERATIVE MONITORING, LLC
EUGENE INTRAOPERATIVE MONITORING, LLC
DENVER SOUTH INTRAOPERATIVE MONITORING, LLC
COLORADO INTRAOPERATIVE MONITORING, LLC
RIVERSIDE INTRAOPERATIVE MONITORING, LLC
TOPEKA INTRAOPERATIVE, LLC
PRONERVE TECHNOLOGIES, LLC**


By: PRONERVE, LLC, its sole member

By: PRONERVE HOLDINGS, LLC, its sole member

By: 
Name: Alan Halperin
Title: Bankruptcy Plan Administrator

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/Invention	Patent No.	Issue Date	Expiration Date
Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	8,260,427	9/4/2012	3/30/2031
Bite Block	8,626,317	1/7/2014	
Endotracheal Tube with a Selectively Positional Electrode	8,577,477	11/5/2013	
Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	8,996,092	3/31/2015	

U.S. Patent Applications

Title/Invention	Application No.	File Date	Issue Date
Somatosensory Evoked Potential (SSEP) Automated Alert System	12/724,778 Pub. 2011/0230785	3/16/10	
Garment to Facilitate Electrode Placement for Intraoperative Monitoring	12/899,132 Pub. 2012/0010492 ABANDONED	10/6/2010	
POOS.01.01- CON Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	13/566,529	8/3/2012	
Garment To Facilitate Electrode Placement For Intraoperative Monitoring	14/630,213 Pub. 2015/0273204	2/24/2015	
(N/A)	14071562	(N/A)	