

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3733104

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ORIGINAL ASSIGNMENT DOCUMENT AND REPLACE WITH NEW ASSIGNMENT DOCUMENT; ADD ADDITIONAL PROPERTIES AND CORRECT ASSIGNORS NAME previously recorded on Reel 037121 Frame 0103. Assignor(s) hereby confirms the ASSIGNMENT.
RESUBMIT DOCUMENT ID:	503664101

CONVEYING PARTY DATA

Name	Execution Date
PRONERVE, 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:	37219

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)244-6804

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.

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Email: PATENTDOCKET@WALLERLAW.COM

Correspondent Name: LARRY W BRANTLEY

PATENT

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ATTORNEY DOCKET NUMBER: 025425.56527

NAME OF SUBMITTER: LARRY. W. BRANTLEY

SIGNATURE: /LARRY W. BRANTLEY, REG. #46052/

DATE SIGNED: 02/11/2016

Total Attachments: 12

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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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		

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

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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**

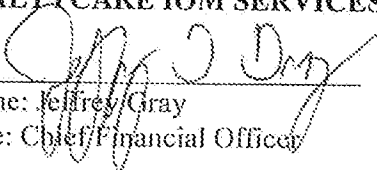
By: PRONERVE, LLC, its sole member

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
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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)	