

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novare Surgical Systems, Inc.		07/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NSS Liquidating Trust, LLC		
Street Address:	3282 Alpine Road		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3637825	NOVARE	
Registration Number:	2625606	NOVARE SURGICAL SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(415)524-8685		
Phone:	415-524-8683		
Email:	lperry@perryip.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	E. Lynn Perry		
Address Line 1:	900 Larkspur Landing Circle Suite 226		
Address Line 4:	Larkspur, CALIFORNIA 94939		
ATTORNEY DOCKET NUMBER:	NOVARE ASSIGNMENT		
NAME OF SUBMITTER:	E. Lynn Perry		
Signature:	/elp/		

OP \$65.00 3637825

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 REEL: 004647 FRAME: 0501

Date:

10/24/2011

Total Attachments: 9

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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is entered into as of the 1st day of July, 2011 (the "Effective Date"), by Novare Surgical Systems, Inc., a Delaware corporation, hereinafter referred to as "Company", and NSS Liquidation, LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Trustee".

RECITALS

WHEREAS, the Company has sold substantially all of its assets and is the process of winding down its financial affairs.

WHEREAS, the Company's Board of Directors has adopted and approved a Plan of Liquidation and Dissolution ("Plan") that allows for the wind down and dissolution of the Company.

WHEREAS, pursuant to the Plan, the Company's Board has authorized the Company to transfer to Trustee any and all of the Company's remaining assets ("Assets") as a final liquidating distribution for the benefit of Company's creditors ("Creditors") and Company Series D and Series D-2 Preferred stockholders ("Stockholders") for the purposes of creating a liquidating trust ("Trust").

WHEREAS, the Company has determined that Trustee is well qualified to efficiently administer the Assets for the benefit of the Creditors and Stockholders.

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

a) The Company, for and in consideration of the covenants and agreements to be performed by Trustee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Trustee, its successors and assigns, in trust, for the benefit of the Creditors and Stockholders generally, all of the property of Company of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and chooses in action that are legally assignable, together with the proceeds of any existing non-assignable chooses in action that may hereafter be recovered or received by Company (collectively "Assets"). Company agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

b) The Assets also include and cover all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Company by the U.S. Treasury Department or any other taxing agency, and Company agrees to sign and execute power of attorney or such other documents as required to enable Trustee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

2. Payment of Company's Liabilities. On the Effective Date, upon the transfer of the Assets, the Trustee accepts and assumes all of the Liabilities, obligations and expenses of the Company incurred on or prior to the Effective Date. Should any claim or Liability be asserted against the Trustee as the transferee of the Trust or as a result of such assumption, the Trustee may use such part of the Assets as may be necessary in contesting any such liability or in payment thereof, but in no event shall the Trustee, its members, managers, employees or agents be held personally liable, nor shall resort be had to the private property of such persons in the event that the Assets are not sufficient to satisfy the liabilities of the Trust.

3. Right of Reimbursement. In the event that the Assets are not sufficient to satisfy the liabilities of the Trust, Trustee has the right to seek return from the Stockholders any funds paid to the Stockholders by the Company and/or the Trustee.

4. Purpose of Trust. The purpose of the Trust is to resolve, settle and pay all outstanding, contingent and disputed liabilities of the Company, liquidate any remaining Assets including collecting and/or settling any royalty obligations due and owing the Company and to distribute the remaining Assets to the Stockholders. The Trustee shall perform its obligations hereunder in a manner consistent with the Plan. It is the express intention of the parties that the Trust not engage in the conduct of any trade or business, and under no circumstances shall the Trust undertake any activities which, individually or in the aggregate, constitute, or express any intention to conduct, any trade or business. It is intended that the Trust be a "liquidating trust" for Federal and applicable state, income tax purposes within the meaning of Treasury Regulation Section 301.7701-4(d).

5. Beneficial Interests.

a) On the Effective Date, each of the Stockholders shall be granted a beneficial interest ("Beneficial Interest") that shall reflect the rights of such stockholder to receive a distribution pursuant to the terms of the Plan.

b) If any conflicting claims or demands are made or asserted with respect to any Beneficial Interest, or if there should be any disagreement between the Stockholders, Stockholders' heirs, representatives or legatees succeeding to any Beneficial Interest resulting in adverse claims or demands being made in connection with such Beneficial Interest, then, in any of such events, the Trustee shall be entitled, at his sole discretion, to refuse to comply with any such conflicting claims or demands. In so refusing, the Trustee may elect in his sole discretion to withhold payment or distribution with respect to the Beneficial Interest represented or claimed, or any part thereof, and in so doing the Trustee shall not be or become liable to any such Persons for the Trustee's failure or refusal to comply with any of such conflicting claims or demands, nor shall the Trustee be liable for interest on any funds or assets which he may so

withhold except as otherwise provided in the Plan. The Trustee shall be entitled to refrain from acting and refuse to act until (i) the rights of the adverse claimants shall have been fully adjudicated, (ii) all differences shall have been adjusted by valid written agreement between or among all of such claimants, and the Trustee shall have been furnished with an executed counterpart of such agreement, or (iii) there shall have been furnished to the Trustee a surety bond or other security or indemnity satisfactory to the Trustee, as he shall deem appropriate, to fully indemnify and hold him and the Trust harmless against all conflicting claims or demands.

6. Rights of Stockholders. Each Stockholder shall be entitled to participate in the rights and benefits due to a Stockholder hereunder according to such Stockholder's Beneficial Interest. The Beneficial Interest of each Stockholder is hereby declared and shall be in all respects personal property, and upon the death of a Stockholder who is a natural person, such Stockholder's Beneficial Interest shall pass as personal property to his successor in interest, and such death shall in no way terminate or affect the validity of this Agreement. A Stockholder shall have no title to, or right to possession of, management of, or control of, the Trust except as herein expressly provided. No widower, widow, heir, stockholder, legatee or other successor in interest, of any natural person who is a Stockholder shall have any right of dower, homestead or inheritance, or of partition, or of any other right, statutory or otherwise, in any property or assets forming a part of the Trust, but the whole title to all the Trust shall be vested in the Trustee, and the sole interest of the Stockholders shall be the rights and benefits given to such persons under this Agreement.

7. No Certificates. The Trust shall not issue certificates or any other evidence of ownership of Beneficial Interests of the Trust.

8. Transfer of Beneficial Interests and Distributions. Stockholders may transfer their respective Beneficial Interests in the Trust without restriction. Except as expressly provided herein and specifically agreed to by the Trustee, however, distributions on, of and in satisfaction of Beneficial Interests under the Trust will be made to the Stockholders shown on the Debtor's books and records on the Effective Date of the Trust. Except as expressly provided herein and specifically agreed to by the Trustee, for purposes of any Distribution under the Trust, the Trustee, and his professionals will have no obligation to recognize any transfer of Beneficial Interest after the Effective Date.

ANY PARTY WHO ACQUIRES A BENEFICIAL INTEREST IN THE LIQUIDATING TRUST AFTER THE EFFECTIVE DATE MUST ARRANGE WITH THE ORIGINAL HOLDER ON THAT DATE TO RECEIVE DISTRIBUTIONS TO WHICH THE TRANSFEREE MAY BE ENTITLED OR MUST PROVIDE WRITTEN NOTICE AND EVIDENCE OF THE TRANSFER TO THE TRUSTEE AND REQUEST THAT ALL SUBSEQUENT DISTRIBUTIONS BE MADE THE TRANSFEREE. BEFORE THE TRUSTEE WILL BE OBLIGATED TO MAKE DISTRIBUTIONS TO ANY TRANSFEREE, THE TRUSTEE MUST BE SATISFIED, IN HIS ABSOLUTE DISCRETION, WITH THE EVIDENCE PROVIDED OF THE TRANSFER AND MUST ACKNOWLEDGE THE TRANSFER AND REQUEST FOR PAYMENT TO TRANSFEREE IN WRITING.

NEITHER THE LIQUIDATING TRUSTEE NOR THE TRUST WILL BE REQUIRED TO TRACK CHANGES IN OWNERSHIP OF BENEFICIAL INTEREST AFTER THE EFFECTIVE DATE EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH AND AS ACKNOWLEDGED BY THE TRUSTEE IN WRITING TO THOSE INDIVIDUAL TRANSFEREES THAT PROVIDE TO THE TRUSTEE SUFFICIENT NOTICE AND EVIDENCE OF A TRANSFER.

9. Duration. The existence of the Trust shall continue from the Effective Date until the complete distribution of the Assets. Provided however, that if necessary to provide for the settlement, prosecution or defense of any litigation or claim, the Trust may continue solely for the purpose of such litigation claim. Upon termination of the Trust, any remaining Assets will be distributed to Stockholders in accordance with the Plan, subject to any remaining claims, liabilities and obligations. If any Assets are not duly claimed, such Assets will be disposed of in accordance with the Plan.

10. Continuance of Trust for Winding Up. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its duties hereunder have been fully performed. Upon distribution of all of the Assets, the Trustee shall retain the books, records, stockholder lists and files that shall have been delivered to or created by the Trustee. In the Trustee's sole discretion, all of such records and documents may be destroyed at any time following the seventh-year anniversary of the final liquidating distribution of the Assets. Except, as otherwise specifically provided herein, upon the final liquidating distribution of the Assets, the Trustee shall have no further duties or obligations hereunder except the retention of documents.

11. Payment of Claims, Liabilities, Obligations and Expenses. The Trustee shall collect and hold the Assets without provision for, or the obligation to make payment of, any interest thereon to any Stockholder other than in accordance with the Plan. Subject to the Plan, the Trustee shall pay from the Assets all claims, liabilities, obligations and expenses of the Trust and all claims, liabilities, obligations and expenses specifically assumed by the Trustee and such transferee liabilities that the Trustee may be obligated to pay as transferee of the Trust including, without limitation, interest, penalties, taxes, assessments and public charges of every kind and nature and costs, charges and expenses connected with the execution and administration of the Trust and such other payments and disbursements as are contemplated by this Agreement or which may be determined by the Trustee, in his sole discretion, to be a proper charge against the Trust. Notwithstanding a termination of the Trust for any reason, the Trustee may, in his sole discretion, make provisions by reserve or otherwise, out of the Assets, for such amount as the Trustee in good faith may determine to be necessary to meet present or future claims, liabilities, obligations and expenses of the Trust.

12. Distribution. If the Trustee determines that all claims, liabilities, obligations and expenses of the Trust have been paid, discharged or adequately provided for, or if the existence of the Trust shall terminate pursuant to Section 8, the Trustee shall, as expeditiously as is consistent with the conservation and protection of the Assets for the purposes of settling claims, distribute the remaining Assets to the Stockholders pursuant to the terms of the Plan

13. Reports to Stockholders. As soon as practicable after the end of each calendar year and upon termination of the Trust, the Trustee shall submit a written report and account to the Stockholders showing (i) the assets and liabilities of the Trust at the end of each calendar year or upon termination and the receipts and disbursements of the Trustee for such calendar year or period, (ii) any material changes in the Trust that it has not previously reported, and (iii) any action taken by the Trustee in the performance of its duties under this Agreement that it has not previously reported and that, in his opinion, materially affects the Assets. The Trustee may submit similar reports for such interim periods during the calendar year as he deems advisable.

14. Addresses For Reports, Distributions and Notices. All reports, distributions, notices or other correspondence by the Trustee to the Stockholders will be provided to the Stockholders at the addresses listed on Attachment "A" hereto unless the Trustee receives notice in writing to send such reports, distributions and notices to a different address and such notice is acknowledged by the Trustee in writing. All correspondence, communications or notices to the Trust and/or the Trustee must be sent in writing to the following address:

Allan May
Managing Partner
Emergent Medical Partners
3282 Alpine Road
Portola Valley CA 94028

With a written copy to:

Stephen T. O'Neill
Murray & Murray, A Professional Corporation
19400 Stevens Creek Boulevard, Suite 200
Cupertino, CA 95014-2548

15. Federal Income Tax Information. The Stockholders will be subject to tax on a current basis on all the Trust's income, including any income retained in reserves. As soon as practicable after the end of each calendar year, the Trustee shall mail to each Stockholder (as determined by the records of the Trustee as of the close of the year) a statement (containing estimates, where appropriate) of the dates and amounts of all distributions made by the Trustee and such other information as is reasonably available to the Trustee that may be helpful in determining the amount of taxable income (or loss) from the Trust that such Stockholder should include in his Federal income tax return for the preceding year. In addition, after receipt of a reasonable request, or in their sole discretion without such a request, the Trustee may furnish to any Person who has been a stockholder at any time during the preceding year a statement containing such further information as is reasonably available to the Trustee that may be helpful in determining the amount of taxable income that such Person should include in his Federal income tax return.

16. Powers and Duties of Trustee. Subject to the terms of the Plan and to all other provisions of the Agreement, the Trustee shall have the following specific powers and duties in addition to any powers and duties conferred upon him by any other Section or provision of this

Agreement or any statutory laws of the State of California, provided, however, that: (i) the Trustee shall at all times act in accordance with the terms of the Trust; and (ii) the enumeration of the following powers and duties shall not be considered in any way to limit or control the power of the Trustee to act as specifically authorized by any other Section or provision of this Agreement and to act in such a manner as the Trustee may deem necessary or appropriate to conserve and protect the Assets or to confer on the Stockholders the benefits intended to be conferred upon them by this Agreement:

a) To make continuing efforts to dispose of the Assets, make timely distributions, and not unduly prolong the duration of the Trust;

b) To perform any and all acts necessary or desirable to carry out the purpose of the Trust;

c) To retain sufficient cash or other property to meet the Trustee's reasonable and good faith estimate of claims, liabilities, obligations and expenses assumed by the Trust, and to meet any and all expenses reasonably expected to be incurred in the administration of the Trust, including but not limited to the settlement, prosecution or defense of claims by or against the Company, the Trust or the Stockholders as distributees of Assets;

d) To open bank accounts in the name of the Trust;

e) To invest in demand or time deposits in banks or savings institutions and to make temporary, liquid investments such as short-term certificates of deposit or Treasury bills pending distribution in accordance with Section II and for the purpose of maintaining appropriate reserves.

f) To make withdrawals from such accounts or deposits to pay such claims, liabilities, obligations and expenses upon receipt of evidence reasonably satisfactory to the Trustee as to the validity thereof;

g) To determine which Assets should be sold, which Assets should be distributed in kind to some or all of the Stockholders and which Assets should be retained to pay such claims, liabilities obligations and expenses;

h) To determine which Stockholders should receive distributions at any particular time;

i) To distribute to the Stockholders in accordance with Section 281 of Delaware General Corporation Law; provided that the Trustee has not determined, in its sole discretion, that such proceeds are required to be set aside to meet claims, liabilities, obligations or expenses;

j) To maintain and preserve adequate records with respect to Trust activities and ownership of interests in the Trust;

k) To render to each of the Stockholders, annually, and as of the date of termination of the Trust, an accounting that includes appropriate financial and tax information,

including without limitation, information necessary or useful in reporting under the installment method;

l) To deposit and segregate from the Trust distributed Assets as provided in the Plan for any Stockholder who cannot be located and to give due notice to such Stockholders in accordance with the Plan;

m) To deposit and segregate from the Trust distributed Assets with respect to Beneficial Interests as to which a controversy exists;

n) To execute such documents and to take such actions as the Trustee deems necessary or desirable in order to carry out the Trust's purposes; and

o) To sell any property at any time held or acquired hereunder in such manner as the Trustee deems appropriate, including, without limitation at public or private sale, for cash or on terms, whether at fair market value or otherwise, without the necessity of court approval or advertisement.

17. Limitations on Trustee. Notwithstanding any provisions herein contained to the contrary, the Trustee: (a) shall not engage in any activities beyond those reasonably necessary or desirable for carrying out the purpose of the Trust and the Plan; (b) shall not continue or engage in the conduct of any trade or business or use or dispose of any part of the Trust in furtherance of any trade or business; (c) shall not make any investments other than demand or time deposits in banks or savings institutions, or temporary investments such as short-term certificates of deposit or Treasury bills; (d) shall not hold out the Trust as an "investment company", as defined in the Investment Company Act of 1940, as amended; (e) shall not engage in any activity that would constitute the Trust an "underwriter" as defined in Section 1145(b) of the Bankruptcy Code; and (f) shall not receive transfers of (i) any unlisted stock of a single issuer that represents 80 percent or more of the stock of such issuer or (ii) general or limited partnership interests. In no event shall the Trustee receive any property, make any distribution, satisfy or discharge any claims, expenses, charges, liabilities and obligations or otherwise take any action that would jeopardize in any material respect the status of the Trust as a "liquidating trust" for Federal income tax purposes within the meaning of Treasury Regulation Section 301.7701-4(d). This limitation shall apply irrespective of whether the conduct of any such trade or business is deemed by the Trustee to be necessary or proper for the conservation and protection of the Trust.

18. Appointment of Agents. The Trustee is authorized and empowered to appoint and compensate such agents and/or attorneys and/or accountants as it may deem necessary, and such agents shall have full power and authority to open bank accounts in the name of Trustee or its nominees or agents and to deposit assigned Assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Trustee may consider necessary or advisable.

19. Certain Acknowledgments Regarding Transfer. Company acknowledges that certain of the Assets being assigned under this Assignment may be subject to restrictions on the use or transfer of such Assets, the unauthorized use or transfer of which may result in further

22. Limitation of Liability. Company acknowledges that Trustee is acting solely as Trustee in connection with this Assignment and not in its personal capacity. As a result, Company expressly agrees that Trustee, its members, managers, attorneys, accountants, and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Trustee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

a) The Trustee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Trustee.

b) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Trustee by the Company and conforming to the requirements of this Assignment.

c) The Trustee shall not be liable for any error of judgment made in good faith.

d) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Trustee.

23. Reliance.

a) The Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

b) The Trustee may consult with legal counsel to be selected by it, and the Trustee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

c) Persons dealing with the Trustee shall look only to the assignment estate to satisfy any liability incurred by the Trustee in good faith to any such person in carrying out the terms of this Assignment, and the Trustee shall have no personal or individual obligation to satisfy any such liability.

24. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

25. Forwarding of Mail. Company authorizes the forwarding of its mail by the U.S. Postal Service as directed by Trustee.

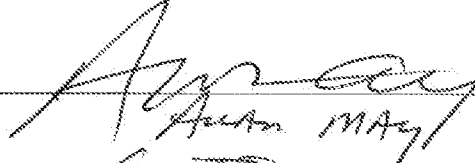
IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Novare Surgical Systems, Inc.

By: _____

Name: _____

Its: _____

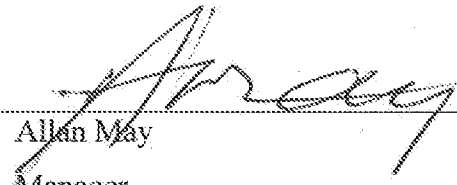

Allan May
CEO

NSS Liquidation LLC

By: _____

Name: _____

Its: _____


Allan May
Manager