

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spear Pharmaceuticals, Inc.		05/18/2012	CORPORATION: FLORIDA
Spear Dermatology Products, Inc.		05/18/2012	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Suneva Medical, Inc.		
<b>Street Address:</b>	5870 Pacific Center Blvd.		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3699894	REFISSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125865095		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-381-8737		
<b>Email:</b>	triess@ctswlaw.com		
<b>Correspondent Name:</b>	Y. Ting Riess		
<b>Address Line 1:</b>	420 Lexington Avenue		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>ATTORNEY DOCKET NUMBER:</b>	1930.001		
<b>NAME OF SUBMITTER:</b>	Y. Ting Riess		
<b>Signature:</b>	/s/ Y. Ting Riess		

OP \$40.00 3699894

Date:

05/25/2012

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (this "Assignment") is entered into as of May 22, 2012 (the "Effective Date") by and between **Spear Pharmaceuticals, Inc.**, a Florida corporation, **Spear Dermatology Products, Inc.**, a Florida corporation (together, "Assignors"), and **Suneva Medical, Inc.**, a Delaware corporation ("Assignee").

**WHEREAS**, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated May 4, 2012 (the "Purchase Agreement") among Assignors and Assignee, and each of the Assignors are party to a Bill of Sale, Assignment and Assumption Agreement dated May 22, 2012 (together, the "Bills of Sale"), with Assignee, pursuant to which Assignors have sold, assigned, transferred, set over and conveyed to Assignee, among other things, all of the right, title and interest of Assignors in, to and under the Trademark set forth below (the "Sale").

**WHEREAS**, the Parties desire to enter into this Assignment to evidence consummation of the Sale and to file this Assignment with the United States Patent and Trademark Office, in furtherance of the transactions contemplated by the Purchase Agreement and the Bills of Sale.

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and adequacy of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. Assignment and Assumption of Trademark. Each Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts and assumes, all of such Assignor's right, title and interest in and to the trademark "REFISSA" registered with the United States Patent and Trademark Office on October 20, 2009, Registration No. 3699894, together with the goodwill associated therewith (the "Trademark"), subject in all respects to the conditions, covenants, representations, warranties, agreements provisions and terms in the Purchase Agreement.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the Sale.

3. Further Assurances. Each Assignor agrees that it will do, execute, acknowledge and deliver, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the Sale.

4. Purchase Agreement. This Assignment is entered into pursuant to, and is subject in all respects to, all of the conditions, covenants, representations, warranties, agreements, provisions and terms of the Purchase Agreement, and nothing herein shall be

deemed to modify or amend any of the representations, warranties, covenants, agreements, liabilities and obligations of the Assignors thereunder.


5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Assignment shall become effective when each of Assignors, on the one hand, and Assignee, on the other hand, shall have received a counterpart hereof signed by the other. Any counterpart may be executed by facsimile or pdf signature and such facsimile or pdf signature shall be deemed an original.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

**ASSIGNORS:**

SPEAR PHARMACEUTICALS, INC.

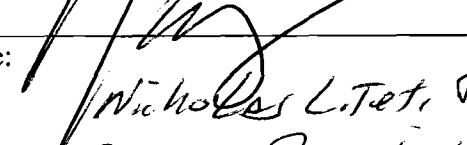
By:   
Name: K.L. SPEAR  
Title: PRESIDENT

SPEAR DERMATOLOGY PRODUCTS, INC.

By:   
Name: K.L. SPEAR  
Title: PRESIDENT

**ASSIGNEE:**

SUNEVA MEDICAL, INC.

By:   
Name: Nicholas L. Teti, Sr.  
Title: CEO & President

[SIGNATURE PAGE 1 OF 2 – ASSIGNMENT OF TRADEMARK]

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 5/10/12 (date) by RL Spear, President (name and title of officer) of Spear Pharmaceuticals, Inc., a Florida corporation, on behalf of the corporation.

He/she is personally known to me or has produced FL Drivers License (type of identification) as identification.

Margaret E. Novak

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission # \_\_\_\_\_



STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 5/10/12 (date) by RL Spear, President (name and title of officer) of Spear Dermatology Products, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced Florida Drivers License (type of identification) as identification.

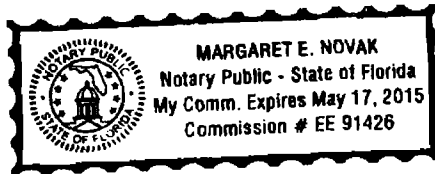
Margaret E. Novak

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission # \_\_\_\_\_



[SIGNATURE PAGE 2 OF 2 - ASSIGNMENT OF TRADEMARK]