

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProNerve, LLC		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3739190	NIMCO	
Registration Number:	3742005	NIMCO	
Registration Number:	3869668	PHYSIOM THE SURGEON'S CHOICE FOR PATIENT CARE	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-343-2155		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Joshua K. Green		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree St., N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060238-0082 PRONERVE		

TRADEMARK

NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	12/21/2012
<b>Total Attachments: 7</b> source=Pronerve- Patent and Trademark Security Agreement #page1.tif source=Pronerve- Patent and Trademark Security Agreement #page2.tif source=Pronerve- Patent and Trademark Security Agreement #page3.tif source=Pronerve- Patent and Trademark Security Agreement #page4.tif source=Pronerve- Patent and Trademark Security Agreement #page5.tif source=Pronerve- Patent and Trademark Security Agreement #page6.tif source=Pronerve- Patent and Trademark Security Agreement #page7.tif	

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent and Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent and Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the Patent and Trademark Collateral described in clause (a) above;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 2 hereto;

(e) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the Patent and Trademark Collateral described in clause (d) above; and

(f) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks, Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of

which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.     Governing Law. This Patent and Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRONERVE, LLC, as Grantor

By: 

Name: Lucas Johnson

Title: Chief Executive Officer

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION as Agent

By: 

Name: Andrew Moore

Title: Its Duly Authorized Signatory

PATENT AND TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

TRADEMARK  
REEL: 004927 FRAME: 0544

SCHEDULE I  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Type	Registration Number
NIMCO	Word Mark	3739190
NIMCO	Design Mark	3742005
PhysIOM	Design Mark	3869668

2. TRADEMARK APPLICATIONS

N/A



SCHEDULE II  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

Patents

U.S. Patent Registrations

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

U.S. Patent Applications

<b>Title</b>	<b>Application No.</b>	<b>File Date</b>	<b>Expiration Date</b>
Bite Block	12/951,975	11/22/2010	N/A
Endotracheal Tube with a Selectively Positional Electrode	12/813,745	6/11/2010	N/A
Somatosensory Evoked Potential (SSEP) Automated Alert System	12/724,778	3/16/2010	N/A
Garment to Facilitate Electrode Placement for Intraoperative Monitoring	12/899,132	10/6/2010	N/A
P005.01.01 – CON Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	13/566,529	8/3/2012	N/A

International Patent Applications

<b>Title</b>	<b>Application No.</b>	<b>File Date</b>	<b>Expiration Date</b>
Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	PCT/US11/40007	6/10/2011	N/A