

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
National Pain Institute LLC		12/31/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA	
Name:	Prospira Florida LLC
Street Address:	1451 Grant Road
Internal Address:	Suite 200
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94040
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	3677929	NPI
Registration Number:	3926351	NPI
Registration Number:	4139430	NPI NATIONAL PAIN INSTITUTE
Registration Number:	3263557	NATIONAL PAIN INSTITUTE
Registration Number:	3455316	NATIONAL PAIN INSTITUTE
Registration Number:	3710840	NATIONAL PAIN INSTITUTE
Registration Number:	3455315	

CORRESPONDENCE DATA	
Fax Number:	2129692900
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2129693000
Email:	trademark@proskauer.com

CH \$190.00 3677929

Correspondent Name: Proskauer Rose LLP
Address Line 1: 11 Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 59837-002

NAME OF SUBMITTER: Donna M. Tirella

Signature: /Donna M. Tirella/

Date: 01/07/2013

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 31, 2012 ("Effective Date") by and between National Pain Institute LLC, a Florida limited liability company, with its principle office at 5365 West Atlantic Avenue, Delray, Florida 33484 ("Assignor"), and Prospira Florida LLC, a Florida limited liability company, with its principal office at 1451 Grant Road, Suite 200, Mountain View, California 94040 ("Assignee").

WHEREAS, Assignor, Assignee and certain other parties are parties to that certain Contribution and Sale Agreement dated as of the date hereof (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, each of the United States federal and state trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest of Assignor in and to the Marks, together with all goodwill of the business associated therewith, for the United States (federal and state) and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States (federal or state) or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or U.S. states, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of

a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world, in each case in clauses (1)-(4), solely at Assignee's expense and to the extent reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment .

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**NATIONAL PAIN INSTITUTE,
LLC**, a Florida limited liability
company

By: 
Name: Jeffrey Zipper, M.D.
Title: CEO

PROSPIRA FLORIDA LLC, a
Florida limited liability company

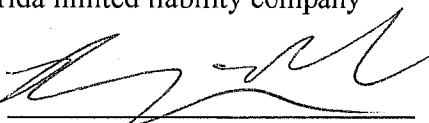
By: _____
Name: Barry Karlin
Title: Chief Executive Officer

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By: _____
Name: Jeffrey Zipper, M.D.
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By: 
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