

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	04/01/2013

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Medical Enterprises LLC		10/25/2013	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	City Practice Group of New York, LLC
<b>Street Address:</b>	336 E 86th St
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10028
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4166816	CITYMD
Registration Number:	4117854	CITYMD

**CORRESPONDENCE DATA**

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (347) 871-0535  
 Email: gordon@gmdfirm.com  
 Correspondent Name: Gordon Daniell, Esq.  
 Address Line 1: 701 W 189th St  
 Address Line 2: 1N  
 Address Line 4: New York, NEW YORK 10040

<b>ATTORNEY DOCKET NUMBER:</b>	CPGNY ASSIGNMENT
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OP \$65.00 4166816

NAME OF SUBMITTER:	Gordon Daniell
Signature:	/Gordon Daniell/
Date:	10/28/2013
<b>Total Attachments: 4</b> source=CUES_CPGNY A Park TM Assignment_2#page1.tif source=CUES_CPGNY A Park TM Assignment_2#page2.tif source=CUES_CPGNY A Park TM Assignment_2#page3.tif source=CUES_CPGNY A Park TM Assignment_2#page4.tif	

## TRADEMARK/SERVICEMARK ASSIGNMENT AGREEMENT

This Trademark/Service Mark Assignment Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date") by and between Medical Enterprises, LLC, a New York limited liability Company ("Assignor") and City Practice Group of New York, LLC, a Delaware limited liability company with its principal place of business at 336 E 86<sup>th</sup> St. New York, NY 10028 ("Assignee").

WHEREAS, Pursuant to and as part of a plan of reorganization executed by Assignor on April 1, 2013, Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept the assignment of all Trademarks/Servicemarks registered, currently awaiting the issuance of registration in Assignor's name with the United States Patent and Trademark office; or in use exclusively in connection with the provision of assisted or self applied movements for the release of nitric oxide within the body for the treatment of pain (the "Business") by Assignor;

WHEREAS, Assignor is using and owns the trademarks, trade names and service marks, including registered trademarks as set forth in Schedule A (collectively, the "Marks") exclusively in connection with the Business; and

WHEREAS, Assignor has agreed to transfer and assign to Assignee, all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged by both of the parties, and of the foregoing, and of the mutual promises set forth herein, the parties agree as follows:

1. **Transfer of Marks.** The Assignor hereby irrevocably transfers and assigns to the Assignee the Assignor's right, title and interest in and to each of the Marks, and all rights related to or derived from the Marks including the right to make claims for or bring actions for infringements of the Marks occurring after the date of this Agreement, together with that part of the goodwill of the Business connected with and symbolized by the Marks.

2. **Representations, Warranties and Covenants of Assignor.** Assignor hereby represents, warrants, and covenants to Assignee that (i) Assignor owns all right, title and interest in and to all of the Marks in Schedule A and that Assignor does not know of any rights of any other persons to use Marks in any business which competes with the Business or in any manner which would limit the Assignee's ability to use those Marks in the Business in a manner similar to the manner in which Assignor has been using those Marks, (ii) unless specified in Schedule A, all necessary fees, including, without limitation prosecution and maintenance fees, have been paid and all necessary documents have been filed with the appropriate governmental entity to continue all rights in effect in the Marks, (iii) to the best of Assignor's knowledge, the Marks have not been and are not being infringed by any third party, (iv) to the best of Assignor's knowledge, Assignor has not received any written or oral communication from any third party asserting any ownership interest in any of the Marks, (v) Assignor has the right, power, and authority to enter into this Agreement and to grant the rights and privileges granted herein, and there are no outstanding assignments, grants, licenses, obligations, or agreements by Assignor that are inconsistent with the rights granted to Assignee herein, (vi) After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, except as may be expressly authorized by parties in writing; and (vii) Schedule A contains a list of all Marks which are to be transferred or assigned to Assignee. If Assignor discovers that there are any Marks in use by Assignor or issued to Assignor as part of the Business which are not listed on Schedule A, Assignor will notify Assignee of the existence of those Marks and Assignor will execute and deliver such of the instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee

may reasonably deem necessary or desirable to perfect or otherwise enable the transfer, conveyance and assignment of those Marks to Assignee.

3. **Indemnification.** Each party, for itself, its successors and assigns, agrees to defend, indemnify and hold the other party, its officers, managers, successors, and assigns harmless from and against any and all claims, demands, damages, actions, or causes of action (collectively "Claims"), together with any and all losses, costs, or expenses (including attorneys' fees), in connection therewith or related thereto, asserted by any person or persons, government entity, or other entity, arising or in any manner growing out of any claim or action for breach by such party of any of the representations, warranties, covenants or agreements contained in this Agreement.

4. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law principles which would apply the laws of any other jurisdiction, except to the extent this Agreement relates to matters which are governed by Federal trademark or copyright law.

5. **Severability.** In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other term or provision, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held invalid, illegal or unenforceable, had never been contained herein.

6. **Cooperation.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things, which are reasonably necessary (including, without limitation, the delivery by Assignor of any original Trademark registration certificates and all subsequent certificates should they issue to Assignor, including all executed assignment documents relating to this Agreement to Assignee promptly after the date listed above in connection with the performance by the parties of their obligations hereunder and to carry out the intent of the parties hereto.

7. **Paragraph Headings.** The paragraph headings used herein are descriptive only and shall not affect the meaning or interpretation of this Agreement.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties have caused this Trademark/Service Mark Assignment Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Medical Enterprises LLC, a New York  
limited liability company

By: \_\_\_\_\_

Name: Alice Park

Date: 10/25/2013

CITY PRACTICE GROUP OF NEW  
YORK, LLC a Delaware limited  
liability company

By: \_\_\_\_\_

Name: Alice Park

Title: Vice President

Date: 10/25/2013

**SCHEDULE A**

**MARKS/TRADENAMES/SERVICEMARKS TRANSFERRED**

**CITYMD** Registration no. 4266816

**CITYMD** Registration no. 4117854