

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Neuro Pain Consultants, P.C.		10/04/2013	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Prospira Michigan LLC
<b>Street Address:</b>	1451 Grant Road, Suite 200
<b>City:</b>	Mountain View
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94040
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4204952	NEURO PAIN CONSULTANTS
Registration Number:	4204954	NEUROSURGICAL CONSULTANTS
Registration Number:	4204953	CENTER FOR INTEGRATED THERAPY
Registration Number:	4204951	PAIN CARE ASSOCIATES

**CORRESPONDENCE DATA**

Fax Number: 6504936811  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 650-493-9300  
 Email: trademarks@wsgr.com  
 Correspondent Name: Wilson Sonsini Goodrich & Rosati  
 Address Line 1: 650 Page Mill Road  
 Address Line 4: Palo Alto, CALIFORNIA 94304-1050

<b>ATTORNEY DOCKET NUMBER:</b>	45591-900/JW
<b>NAME OF SUBMITTER:</b>	John L. Slafsky

CH \$115.00 4204952

Signature:	/John L. Slafsky/
Date:	01/14/2014
Total Attachments: 5 source=prospiraMassignment#page1.tif source=prospiraMassignment#page2.tif source=prospiraMassignment#page3.tif source=prospiraMassignment#page4.tif source=prospiraMassignment#page5.tif	

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of October 4, 2013 ("Effective Date") by and between Neuro Pain Consultants, P.C., a Michigan professional corporation ("Assignor"), with its principle office at Neuro Pain Consultants, P.C., 799 Denison Court, Suite B, Bloomfield Hills, MI 48302, and Prospira Michigan LLC, a Michigan 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 October 4, 2013 (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), 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 may be secured in the future in 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 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.

**NEURO PAIN CONSULTANTS, P.C.**, a  
Michigan professional corporation

By:   
Name: *Lawrence P. Ruff*  
Title: *President*

**PROSPIRA MICHIGAN LLC**, a  
Michigan limited liability company


By: \_\_\_\_\_  
Name: Barry Karlin  
Title: Chief Executive Officer

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

**NEURO PAIN CONSULTANTS, P.C.**, a  
Michigan professional corporation

By: \_\_\_\_\_  
Name:  
Title:

**PROSPIRA MICHIGAN LLC**, a  
Michigan limited liability company

By:  \_\_\_\_\_  
Name: Barry Karlin  
Title: Chief Executive Officer

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Service Mark</b>	<b>Jurisdiction</b>	<b>App. No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>
Neuro Pain Consultants and design	Federal	85-483,175/ 11-29-2011	4,204,952/ 9-11-2012	Registered
Neurosurgical Consultants and design	Federal	85-483,186/ 11-29-2011	4,204,954/ 9-11-2012	Registered
Center for Integrated Therapy and design	Federal	85-483,179/ 11-29-2011	4,204,953/ 9-11-2012	Registered
Pain Care Associates and design	Federal	85-483,163/ 11-29-2011	4,204,951/ 9-11-2012	Registered
Neuro Pain Consultants	Michigan	N/A	M12189/ 12-1-2011	Registered
Neurosurgical Consultants and design	Michigan	N/A	M12201 12-1-2011	Registered
Center for Integrated Therapy	Michigan	N/A	M12197/ 12-1-2011	Registered
Pain Care Associates	Michigan	N/A	M12193/ 12-1-2011	Registered