

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Musculoskeletal Treatments, LLC		10/03/2014	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Advanced Musculoskeletal Treatments, LLC		
Street Address:	2001 Mallory Lane		
Internal Address:	Suite 201		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37293		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86260803	IAMT BE YOUR BEST INSTITUTE OF ADVANCED	
CORRESPONDENCE DATA			
Fax Number:	6152483022		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-252-3506		
Email:	snaples@babbc.com		
Correspondent Name:	Sandra Naples		
Address Line 1:	1600 Division Street		
Address Line 2:	Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	000423-3010002/IAMT		
NAME OF SUBMITTER:	Sandra Naples		
SIGNATURE:	/sandra naples/		
DATE SIGNED:	11/05/2014		
Total Attachments: 4			
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TRADEMARK

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment (“Assignment”), effective as of October 3, 2014 is made by and between Institute of Advanced Musculoskeletal Treatments, LLC, a Tennessee limited liability company having an address at 2001 Mallory Lane, Suite 201, Franklin, Tennessee 37067 (“Assignor”), and Institute of Advanced Musculoskeletal Treatments LLC, a Delaware limited liability company having an address at 2001 Mallory Lane, Suite 201, Franklin, Tennessee 37067 (“Assignee”).

WHEREAS, Assignor owns all rights to the federal, state and international registered trademarks and common law trademarks set forth in Exhibit A to this Assignment (“Marks”); and

WHEREAS, Assignor hereby agrees to assign and Assignee hereby agrees to acquire all of Assignor’s right, title and interest in and to the Marks and all variants thereof, both registered and common law, the goodwill embodied therein and the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor’s right, title and interest in and to the Marks and all variants thereof, both registered and common law, the goodwill embodied therein and the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

2. In exchange for the assignment of all right, title, and interest set forth in Section 1, Assignee pays to Assignor a one-time payment in the amount of ten dollars (\$10).

2. Assignor represents and warrants that: (a) it has the full right to make this Assignment; (b) this Assignment is effective to convey all of Assignor’s rights, title and interest to Assignee; and (c) at the time of the execution and delivery of these presents, it possesses the entire and exclusive title to, right to, and interest in the Trademarks, free and clear of all liens, encumbrances, security interests, and other interests or rights of others.

3. Assignor further covenants and agrees to perform all such acts and execute all such documents requested by Assignee or its successors as are reasonably necessary or desirable to effect, confirm, enable, or evidence the assignment to Assignee. Assignor agrees that this Assignment shall be binding upon and inure to the benefits of the parties respective successors, heirs and assigns. To the extent that, for purposes of recording this document or any other document relating this assignment, it is necessary for the principals of Assignor (namely, Gary Cunningham, Greg Spurgin, and Lorilie Cunningham, as identified on the trademark application filed for the Marks) to execute any documents or perform any acts to release any right, title, or interest therein, Assignee represents and warrants that it has the power to cause such principals to perform such acts or execute such documents, and shall cause such principals to do so.

4. The persons signing this Assignment on behalf of Assignor and Assignee represent and warrant that they have full power and authority to effect the assignment of rights, title, and interest set forth in this Agreement.

Signed and delivered as of the date set forth above.

Institute of Advanced Musculoskeletal Treatments, LLC, a
Tennessee limited liability company
("Assignor")

By: _____
Name: Craig O'Neil
Title: President

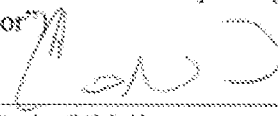
Institute of Advanced Musculoskeletal Treatments LLC, a
Delaware limited liability company
("Assignee")

AGILITAS USA, INC., sole member

By: _____
Name: Gary Cunningham
Title: President

Signed and delivered as of the date set forth above.

Institute of Advanced Musculoskeletal Treatments, LLC, a
Tennessee limited liability company
("Assignor")

By: 
Name: Craig O'Neil
Title: President

Institute of Advanced Musculoskeletal Treatments LLC, a
Delaware limited liability company
("Assignee")

AGILITAS USA, INC., sole member

By: _____
Name: Gary Cunningham
Title: President

EXHIBIT A

Federal Trademarks

Registration No.	Serial No.	Trademark
	86260803	IAMT BE YOUR BEST INSTITUTE OF ADVANCED MUSCULOSKELETAL TREATMENTS and Design