

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/15/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
No Limits Communications, Inc.		11/15/2010	CORPORATION: PENNSYLVANIA
JL Communications, Inc.		11/15/2010	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	United Spinal Association
Street Address:	120-34 Queens Blvd
Internal Address:	#320
City:	Kew Gardens
State/Country:	NEW YORK
Postal Code:	11415
Entity Type:	not-for-profit corporation: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1879198	NEW MOBILITY
Registration Number:	2160446	NEW MOBILITY
Registration Number:	2266565	NM NEW MOBILITY

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-889-0575
Email: stephen@perlmanandperlman.com
Correspondent Name: Stephen Yosifon
Address Line 1: 41 Madison Avenue
Address Line 2: Suite 4000
Address Line 4: New York, NEW YORK 10010

NAME OF SUBMITTER:	Stephen Yosifon
SIGNATURE:	/Stephen Yosifon/

OP \$90.00 1879198

DATE SIGNED:	02/09/2015
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Total Attachments: 4
source=Bill of Sale with attachments#page1.tif
source=Bill of Sale with attachments#page2.tif
source=Bill of Sale with attachments#page3.tif
source=Bill of Sale with attachments#page4.tif

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made as of this 15th day of November, 2010 (this "Bill of Sale"), by No Limits Communications, Inc., a Pennsylvania corporation, and JL Communications, Inc., a Pennsylvania corporation (collectively, "Sellers"), in favor of United Spinal Association, a New York non-profit corporation ("Buyer"). Capitalized terms used and not defined herein shall have the meanings set forth in the Asset Purchase Agreement, dated of even date herewith, by and among Buyer and Sellers (as amended from time to time, the "Asset Purchase Agreement").

Sellers, in consideration of the payment of the Purchase Price by Buyer, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sell, transfer, assign, set over and deliver to Buyer, its successors and assigns all of Sellers' right, title and interest in and to the Business Assets, free and clear of all liens and encumbrances.

All right, title and interest of Sellers in the Business Assets conveyed hereby are conveyed to Buyer.

Sellers and Buyer shall execute and deliver such further instruments of conveyance and transfer and take such additional actions as the other party may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer, its successors and assigns of the Business Assets in accordance with the foregoing and otherwise in the carrying out of the intentions and purposes of the Asset Purchase Agreement.

Nothing contained herein shall operate or be construed to amend, release, limit or alter any of the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or inconsistency between the provisions of the Asset Purchase Agreement and the provisions hereof, the provisions of the Asset Purchase Agreement shall control.

This Bill of Sale and Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Bill of Sale and Assignment as of the day and year first above written.

NO LIMITS COMMUNICATIONS, INC.

By: 
Name: Jeffrey D. Leonard
Title: President

JL COMMUNICATIONS, INC.


By: 
Name: Jeffrey D. Leonard
Title: President

EXHIBIT A

ASSETS

1. New Mobility Magazine – including, but not limited to the name, trademarks, logos, copyrights, archives, subscription base, mailing lists, advertising list, and associated website (www.newmobility.com).
2. Disability Product Postcards – including, but not limited to the name, trademark, logos, archives, mailing lists, advertising list and database and associated website (www.disabilitypostcards.com).
3. Book Publishing Unit – including, but not limited to name, trademarks, copyrights, publishing rights, inventory, advertising list, and mailing lists. Titles include: From There to Here, Enabling Romance, Complete Product Guide for People with Disabilities, and Kids on Wheels.
4. Current inventory of Spinal Network.
5. Databases of individuals with physical disabilities.
6. All assets of Seller related to the Business that are not specifically excluded on Exhibit D of this Agreement.

EXHIBIT B**BUSINESS PROPERTY**

Computer hardware, software and office equipment:

- a. 10 desktop computers
- b. 1 server
- c. Related computer accessories
- d. 1 Mac G4, scanner and Apple printer
- e. 2 HP Laserjet printers
- f. 1 fax machine
- g. 7 desks, chairs and various office furniture items
- h. Software licenses for SM4 sales management system and Quickfill subscription software

EXHIBIT C

TELEPHONE NUMBERS, EMAILS ADDRESSES, DOMAIN NAMES & WEBSITES

Telephone Numbers:

All telephone numbers of the Business will be assigned to Purchaser; provided that, Leonard shall be permitted to use 215-675-9133 (Main phone number to 415 Horsham Road) and 215-675-9376 (Main fax number to 415 Horsham Road) in connection with his consulting services with SAGE Publications and Springer Publishing.

Domain Names:

newmobility.com

disabilitypostcards.com

kidsonwheels.cc kidsonwheels.us

Email Addresses:

All email addresses and rights to all email addresses under the above-listed domains.