

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cervel Neurotech, Inc.		04/28/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cervel (assignment for the benefit of creditors), LLC		
Street Address:	3698 Haven Avenue, Suite A		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94063		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4393390	CERVEL	
Registration Number:	4380974	CERVEL NEUROTECH	
CORRESPONDENCE DATA			
Fax Number:	6502127562		
<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:	(650) 287-2162		
Email:	info@shayglenn.com		
Correspondent Name:	MARGARET M. POWERS, SHAY GLENN LLP		
Address Line 1:	2755 CAMPUS DRIVE, SUITE 210		
Address Line 4:	SAN MATEO, CALIFORNIA 94403		
ATTORNEY DOCKET NUMBER:	13091-603200-604200		
NAME OF SUBMITTER:	Margaret M. Powers		
SIGNATURE:	/margaret m. powers/		
DATE SIGNED:	10/21/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT


WHEREAS, by resolution of the board of directors of Cervel Neurotech, Inc., a Delaware corporation ("*Cervel*" or "*Assignor*"), and with the consent of the requisite number of shareholders of Cervel, on April ~~28~~ 2015, Cervel, in accordance with the assignment for benefit of creditor laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Cervel (assignment for the benefit of creditors), LLC, a California limited liability company ("*Assignee*"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Cervel (the "*General Assignment*");

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor's trademarks and related rights to Assignee.

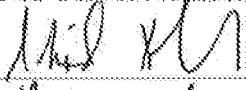
NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including those set forth in Schedule A hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

By: 
Name: Eric R. Meier
Title: CEO

Cervel (assignment for the benefit of creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Cervel Neurotech, Inc.

By: 
Name: Michael A. Meier
Title: msf

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

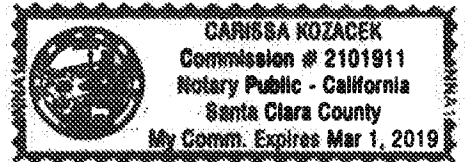
On April 15, 2015 before me, Carissa Kozacek
(insert name and title of the officer)

personally appeared Michael A. Maichy
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carissa Kozacek (Seal)



Schedule A

Trademarks

Schedule A

Trademarks

<i>Mark</i>	<i>Reg. No.</i>	<i>Country</i>	<i>Reg. Date</i>	<i>Goods & Services</i>
CERVEL	4,393,390	US	8/27/2013	010: Medical device for transcranial magnetic modulation.
CERVEL NEUROTECH	4,380,974	US	8/6/2013	010: Medical device for transcranial magnetic modulation