

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359507

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 (assignment for the benefit of creditors), LLC		10/16/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rio Grande Neurosciences, Inc.		
Street Address:	732A Chenery Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94131		
Entity Type:	CORPORATION: DELAWARE		
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: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of October 16, 2015 (the "Effective Date"), by and between Cervel (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Cervel Neurotech, Inc.. (the "Seller"), and Rio Grande Neurosciences, Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of July 17, 2015, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller 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 Seller, including those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

**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: M. Cassi A. M... of

Title: Legal

Rio Grande Neurosciences, Inc.

By: _____

Name: _____

Title: _____

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~~ California
County of Santa Clara

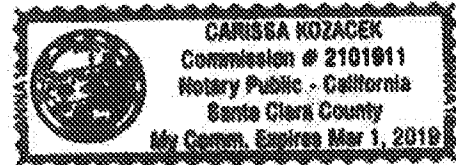
on October 12 2015 before me, Carissa Kozacek
(insert name and title of the officer)

personally appeared Michael A. Maidy
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)



IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

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: _____

Title: _____

Rio Grande Neurosciences, Inc.

By:  _____

Name: Steven M. Gluckstern

Title: CEO

ACKNOWLEDGMENT

New Mexico
State of California
County of Santa Fe

On 10/12/15 before me, Crystal Marzanaras, Notary Public
(insert name and title of the officer)

personally appeared Steven M. ...
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.



OFFICIAL SEAL
Crystal Marzanaras
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 10/12/17

Signature: Crystal Marzanaras (Seal)

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