

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367316

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ivivi Health Sciences, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rio Grande Neurosciences, Inc.		
<b>Street Address:</b>	732A Chenery Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94131		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3096530	IVIVI	
<b>Registration Number:</b>	3104960	THE TECHNOLOGY OF LIFE	
<b>Registration Number:</b>	3065661	SOPULSE	
<b>Registration Number:</b>	3185632	IVIVI	
<b>Registration Number:</b>	3317195	CHANGING HOW YOU HEAL	
<b>Registration Number:</b>	3420207	ELECTROCEUTICAL	
<b>Registration Number:</b>	3522552	ELECTROCEUTICALS	
<b>Registration Number:</b>	3522578	ROMA	
<b>Registration Number:</b>	3314401	TORINO	
<b>Registration Number:</b>	3854617	ASSISI	
<b>Registration Number:</b>	3958492	ASSISI CLINICA	
<b>Registration Number:</b>	3958491	ASSISI PORTABLE	
<b>Registration Number:</b>	4269089	AMP ORTHOPEDICS	
<b>Registration Number:</b>	4769903	ASSISI LOOP	
<b>Registration Number:</b>	4699280	ASSISI LOOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102318311		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 3096530

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (310) 312-3750  
**Email:** skb@msk.com  
**Correspondent Name:** S. Bevins/Mitchell Silberberg & Knupp  
**Address Line 1:** 11377 West Olympic Boulevard  
**Address Line 4:** Los Angeles, CALIFORNIA 90064-1683

<b>ATTORNEY DOCKET NUMBER:</b>	46903
<b>NAME OF SUBMITTER:</b>	Evan M. Kent
<b>SIGNATURE:</b>	/EMK012362/
<b>DATE SIGNED:</b>	12/29/2015

**Total Attachments: 4**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of December 23, 2015 (the "Effective Date"), by and between Ivivi Health Sciences, LLC, a Delaware limited liability company (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 December 23, 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 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 the internal laws of the State of California, without giving effect to any principles of conflicts of law.

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


**Ivivi Health Sciences, LLC**

By: 

Name: Steven M. Gluckstern

Title: Chief Executive Officer

**Rio Grande Neurosciences, Inc.**

By: 

Name: Steven M. Gluckstern

Title: CEO

**Schedule A**  
**Ivivi Health Sciences, LLC**  
**Trademarks**

Atty Dkt No.	Jurisdiction	Status	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
11415-600.200	United States	Registered	ivivi	78/407,227	4/23/2004	3,096,530	5/23/2006
11415-601.200	United States	Registered	The technology of life	78/437,477	6/18/2004	3,104,960	6/13/2006
11415-602.200	United States	Registered	SoftPulse	78/563,014	2/8/2005	3,065,661	3/7/2006
11415-603.200	United States	Registered	ivivi	78/563,058	2/8/2005	3,185,632	12/19/2006
11415-604.200	United States	Registered	Changing How You Heal	78/644,047	6/6/2005	3,317,195	10/23/2007
11415-605.200	United States	Closed	Changing The Way you Heal	78/644,095	6/6/2005	3,308,663	10/9/2007
11415-606.200	United States	Registered	ELECTROCEUTICAL	78/780,940	12/27/2005	3,420,207	4/29/2008
11415-607.200	United States	Registered	ELECTROCEUTICALS	78/780,953	12/27/2005	3,522,552	10/21/2008
11415-608.200	United States	Registered	Roma	78/820,732	2/22/2006	3,522,578	10/21/2008
11415-609.200	United States	Registered	Torino	78/821,787	2/23/2006	3,314,401	10/16/2007
11415-610.200	United States	Closed	Activi	77/497,988	6/12/2008		
11415-611.200	United States	Closed	Revivi	77/531,732	7/25/2008		
11415-612.200	United States	Registered	Assisi	77/750,250	6/2/2009	3,854,617	9/28/2010
11415-613.200	United States	Registered	Assisi Clinica	77/765,429	6/22/2009	3,958,492	5/10/2011
11415-614.200	United States	Registered	Assisi Portable	77/765,413	6/22/2009	3,958,491	5/10/2011
11415-615.200	United States	Registered	AMP ORTHOPEDICS	85/387,313	8/2/2011	4,269,089	1/1/2013
11415-615.CN0	China	Registered	AMP ORTHOPEDICS	10456181	2/2/2012	10456181	5/21/2013
11415-615.EU0	European Community	Registered	AMP ORTHOPEDICS	010602654	1/31/2012	010602654	7/3/2012
11415-616.200	United States	Closed	AMPORTHO	85/387,415	8/2/2011		
11415-617.200	United States	Closed	REVIO	85/444,721	10/11/2011		
11415-618.200	United States	Closed	REVIO PRF	85/444,741	10/11/2011		
11415-619.200	United States	Closed	ZEOBI(Standard Characters)	85/641,049	6/1/2012		
11415-620.200	United States	Registered	ASSISI LOOP	86/242,684	4/4/2014	4,769,903	7/7/2015
11415-620.WO0	International Agmt. & Protocol	Registered	ASSISI LOOP	A0045441	10/1/2014	1232560	10/1/2014

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Schedule A  
**Ivivi Health Sciences, LLC**  
 Trademarks

Atty Dkt No.	Jurisdiction	Status	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
11415-623.200	United States	Registered	ASSISI LOOP and Design	86/340,783	7/17/2014	4,699,280	3/10/2015
11415-623.W00	International Agmt. & Protocol	Registered	ASSISI LOOP and Design	A0047648	1/15/2015	1254532	1/15/2015

RECORDED: 12/29/2015

**TRADEMARK**  
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