

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410186

<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>
Premier Pain Centers, LLC		12/06/2016	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Spine and Pain Centers, LLC		
<b>Street Address:</b>	11921 Rockville Pike		
<b>Internal Address:</b>	Suite 505		
<b>City:</b>	Rockville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20852		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87250490	PREMIER PAIN CENTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124466460		
<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>			
<b>Phone:</b>	2124464800		
<b>Email:</b>	hayley.smith@kirkland.com		
<b>Correspondent Name:</b>	KIRKLAND & ELLIS LLP		
<b>Address Line 1:</b>	Attn: HAYLEY SMITH		
<b>Address Line 2:</b>	601 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Hayley Smith		
<b>SIGNATURE:</b>	//Hayley Smith//		
<b>DATE SIGNED:</b>	12/27/2016		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "*Assignment*") is made and entered into this 6th day of December, 2016 (the "*Effective Date*"), by Premier Pain Centers, LLC, a New Jersey limited liability company ("*Assignor*") in favor of National Spine and Pain Centers, LLC, a Delaware limited liability company ("*Assignee*").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, effective as of the date hereof, by and between Assignor and Assignee (the "*Purchase Agreement*"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A, all derivatives and stylizations thereof, and all logos and designs associated therewith that Assignor or any of its controlled affiliates may have (collectively, the "*Trademarks*"), together with the goodwill of the business connected with and symbolized by the Trademarks, and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor, on behalf of itself and its controlled affiliates, hereby sells, conveys, assigns, and transfers to Assignee any and all of Assignor's or any of its controlled affiliate's right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor or its controlled affiliates if this Assignment had not been made, together with the right to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall (and shall cause its controlled affiliates to) execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

4. Successors. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Facsimile or emailed counterpart signatures to this Assignment shall be acceptable and binding.

6. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Assignment, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

*[Remainder of Page Intentionally Left Blank; Signatures Follow]*

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNEE:

National Spine and Pain Centers, LLC

By: 

Name: Michael Fabian

Title: Vice President

*Signature page to Trademark Assignment*

TRADEMARK

REEL: 005952 FRAME: 0185

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

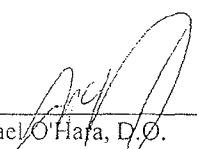
ASSIGNOR:

Premier Pain Centers, LLC

By:

Name: Michael O'Hara, D.O.

Title: Authorized Member



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*Signature page to Trademark Assignment*

**TRADEMARK**  
**REEL: 005952 FRAME: 0186**

## **Schedule A**

1. PREMIER PAIN CENTERS
2. U.S. federal trademark application for PREMIER PAIN CENTERS, application number 87250490, filed on November 29, 2016.