

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Spine and Pain Centers Holdings LLC		05/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	National Spine and Pain Centers, LLC		
Street Address:	3031 Javier Road		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22031		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4393446	NATIONAL SPINE & PAIN CENTERS	
Registration Number:	4506020	NATIONAL SPINE AND PAIN CENTERS	
Registration Number:	5143638	THE BUSINESS OF PAIN MEDICINE	
Registration Number:	5063071	THE BUSINESS OF PAIN MEDICINE 21ST CENTU	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP		
Address Line 1:	ATTN: HAYLEY SMITH		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	05/24/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into on May 22, 2017 (the “**Effective Date**”), by National Spine and Pain Centers Holdings LLC (“**Assignor**”) in favor of National Spine and Pain Centers, LLC (“**Assignee**”).

WHEREAS, Assignor desires to sell, convey, assign, and transfer to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A (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, Assignor hereby agrees as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby sells, conveys, assigns, and transfers to Assignee any and all of Assignor’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, 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 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 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. 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 New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal law of the State of New York 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.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative effective as of the Effective Date.

ASSIGNOR:


**NATIONAL SPINE AND PAIN CENTERS
HOLDINGS LLC**

By: 

Name: James Robinson

Title: Chief Executive Officer

Schedule A

MARK	STATUS	APP/REG NO.	APP/REG DATE
NATIONAL SPINE & PAIN CENTERS	Registered	4393446	August 27, 2013
NATIONAL SPINE & PAIN CENTERS & Design 	Registered	4393448	August 27, 2013
NATIONAL SPINE AND PAIN CENTERS	Registered	4506020	April 1, 2014
THE BUSINESS OF PAIN MEDICINE	Registered	5143638	February 14, 2017
THE BUSINESS OF PAIN MEDICINE 21ST CENTURY CHALLENGES & SOLUTIONS	Registered	5063071	October 18, 2016