

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Suneva Medical, Inc.		07/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Allergan Sales, LLC		
Street Address:	400 Interpace Parkway		
Internal Address:	Morris Corporate Center III		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4899041	MRCX	
Registration Number:	4640019	REGENICA	
Registration Number:	3854309	REGENICA	
CORRESPONDENCE DATA			
Fax Number:	7147969381		
<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:	714-246-5507		
Email:	susan.hinchey@allergan.com		
Correspondent Name:	Susan J. Hinchey		
Address Line 1:	2525 Dupont Drive		
Address Line 4:	Irvine, CALIFORNIA 92612		
NAME OF SUBMITTER:	Susan J. Hinchey		
SIGNATURE:	/Susan J. Hinchey/		
DATE SIGNED:	10/06/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into on July 24, 2017 (the "Effective Date"), and is made from Suneva Medical, Inc., a Delaware corporation, having a place of business at 5870 Pacific Center Blvd., San Diego, CA 92121 (the "Assignor") to Allergan Sales, LLC, a Delaware limited liability company, having a place of business Morris Corporate Center III, 400 Interpace Parkway, Parsippany, NJ 07054 (the "Assignee").

WHEREAS, pursuant to, and upon the terms and conditions of, the Asset Purchase Agreement dated as of July 7, 2017 (the "Purchase Agreement"; unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Purchase Agreement), by and among Assignor and Assignee, Assignor agreed to sell, convey, assign and transfer to Assignee, and Assignee agreed to accept certain Purchase Assets, including Assignor's worldwide right, title and interest in, to and under the trademark registrations and trademark applications identified on Annex A attached hereto (the "Marks");

WHEREAS, Assignor is the sole and exclusive owner of the Marks, and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein, and for \$10 (USD) (to be paid out of the Purchase Price) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee effective as of the Effective Date, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Marks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Marks, and all the registration applications and registrations therefor, and all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Marks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks.

2. Effective upon the Effective Date, Assignee shall be responsible for and shall pay any and all costs relating to the registration, maintenance and prosecution of the Marks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities.

3. Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Marks. Assignor, at Assignee's request and sole expense, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will

take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Marks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment.

4. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. All of the terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment is for the sole benefit of the parties hereto and not for the benefit of any third party.

6. No modification, amendment or waiver of any provision of, or consent or approval required by, this Assignment, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party hereto against whom enforcement of any such modification, amendment, waiver, consent or approval is sought. Such modification, amendment, waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given.

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

8. Construction and interpretation of this Assignment shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive Law of another jurisdiction.


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IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment as of the date first written above.

ASSIGNOR

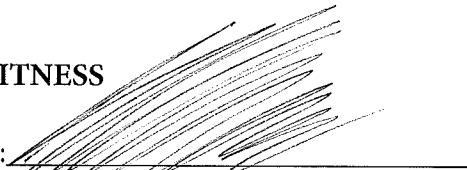
SUNEVA MEDICAL, INC.

By


Name: Preston Romm
Title: Chief Executive Officer

WITNESS

By:


Name: Stewart M Brown
vice President, Legal Affairs

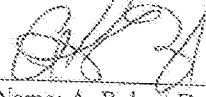
[Signature Page to Trademark Assignment]

TRADEMARK
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ASSIGNEE

ALLERGAN SALES, LLC

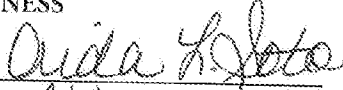
By



Name: A. Robert D. Bailey
Title: President

WITNESS

By:



Name: Aida L. Soto

[Signature Page to Trademark Assignment]

Annex A – The Marks

Mark	Class(es)	Serial No.	Country	Status	Date Filed
REGENICA	03	1693555	Canada	Registered	Sep 12, 2014
REGENICA	5	1664595	Canada	Registered	Feb 20, 2014
REGENICA	05	1200075	China	Registered	Feb 24, 2014
REGENICA	03	303136879	Hong Kong	Registered	Sep 16, 2014
REGENICA	5	302904787	Hong Kong	Registered	Feb 24, 2014
REGENICA	03, 05	3210657	India	Pending	Mar 14, 2016
REGENICA	03	3400850	India	Pending	Mar 14, 2016
REGENICA	05	1200075	WIPO	Registered	Feb 24, 2014
REGENICA	03	2014077451	Japan	Registered	Sep 12, 2014
REGENICA	05	1200075	South Korea	Registered	Feb 24, 2014
REGENICA	03	103053006	Taiwan	Registered	Sep 12, 2014
REGENICA	5	103009759	Taiwan	Registered	Feb 24, 2014
REGENICA	03, 05	86196965	US	Registered	Feb 18, 2014
REGENICA	5	77528822	US	Registered	Jul 22, 2008
MRCx	05	1664597	Canada	Registered	Feb 20, 2014
MRCx	5	1200074	China	Registered	Feb 24, 2014
MRCx	5	302904778	Hong Kong	Registered	Feb 24, 2014
MRCx	5	1200074	WIPO	Registered	Feb 24, 2014
MRCx	5	1200074	South Korea	Registered	Feb 24, 2014
MRCx	5	103009758	Taiwan	Registered	Feb 24, 2014
MRCx	03, 05	86196939	US	Registered	Feb 18, 2014