

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVOKES, INC.		12/12/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	MEDSURANT HOLDINGS, LLC		
Street Address:	100 Front Street		
Internal Address:	Suite 280		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4529491	EVOKES	
Registration Number:	4473816	EVOKES NEUROMONITORING SPECIALISTS	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	12052541036		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	C. Brandon Browning		
Address Line 1:	1901 6th Ave North Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	17014.0007		
NAME OF SUBMITTER:	C. Brandon Browning		
SIGNATURE:	/cbbrowning/		
DATE SIGNED:	02/22/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This trademark assignment is dated December 12, 2017, and is between EVOKES, INC., an Ohio corporation, having its principal office at 8118 Corporate Way, Mason, OH 45040 ("Assignor"), and MEDSURANT HOLDINGS, LLC, a Delaware limited liability company, having its principal office at 100 Front Street, Suite 280, Conshohocken, PA 19428 ("Assignee").

Assignor is the owner of certain rights in trademarks in the United States, which rights are acquired through use of the marks and through United States trademark registrations for such trademarks, as set forth in the Schedule of Trademarks attached as **Exhibit A** and made part hereof, (the trademarks, common law rights and trademark registrations collectively referred to as the "Trademarks").

Assignor and Assignee have entered into an Asset Purchase Agreement dated December 20, 2015 (the "**Purchase Agreement**"), pursuant to which Assignor sold certain assets to Assignee, including the Trademarks.

Pursuant to the Purchase Agreement, Assignee has acquired all right, title, and interest in and to the Trademarks, and the parties wish to record such acquisition in the United States Patent and Trademark Office.

The parties therefore agree as follows:

1. Effective as of the date of the Purchase Agreement and in exchange for the consideration set forth in the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of the Assignor in and to: (a) the Trademarks set forth in the attached **Exhibit A**, together with the goodwill of the business associated with the Trademarks; (b) all renewals and extensions of any such registration and filing; (c) all licenses for the use of the Trademarks; (d) all income, royalties, damages, claims, and payments now or in the future due or payable under and with respect to the Assigned Trademarks, including, without limitation, damages, claims, and payments for past and future infringements of the Trademarks; (e) all rights to sue for past, present, and future infringements of the above, including the right to settle suits involving claims and demands for royalties owing; (f) all rights corresponding to any of the above throughout the world; and (g) the right to assign the rights conveyed here, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States to record the right to the Trademarks as listed in the Schedule of Trademarks attached as **Exhibit A** as the property of Assignee.
3. Assignor further agrees to execute such further documents as may be required in the United States to record and/or establish Assignee as the owner of the Trademarks, and all rights herein assigned.
4. The persons executing and delivering this trademark assignment on behalf of the parties represent and warrant that each of them is duly authorized to do so and that the execution of this trademark assignment is the lawful and voluntary act of the parties.

The parties are signing this Trademark Assignment on the date stated in the introductory clause.

EVOKES, INC.

By:

Name:
Title:

MEDSURANT HOLDINGS, LLC

By:

Name:
Title:

[Signature page to Trademark Assignment]

EXHIBIT A

SCHEDULE OF TRADEMARKS

Mark	Serial No.	Registration No.	Registration Date
EVOKES	86081789	4529491	May 13, 2014
EVOKES NEUROMONITORING SPECIALISTS	85819464	4473816	January 28, 2014