

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuvectra Corporation		03/17/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Cirtec Medical Corp.		
Street Address:	9200 Xylon Avenue North		
City:	Brooklyn Park		
State/Country:	MINNESOTA		
Postal Code:	55445		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5010982	ALGOSTIM, LLC	
Registration Number:	4700753	ALGOVITA	
Serial Number:	88702347	CASP	
Serial Number:	88269649	FIDELITY	
Serial Number:	88057445	FLEXIAN	
Serial Number:	88185158	FORTIFLEX	
Serial Number:	87956922	LIFE BEYOND PAIN	
Registration Number:	5027711	NUVECTRA	
Serial Number:	88185296	SENOPTIVE	
Serial Number:	88269788	SIMPLIFI	
Serial Number:	88269520	ULTRAWAVE	
Serial Number:	88713965	VIRTIS	
Serial Number:	88019973	VITALOCK	
Serial Number:	87703342	VITAPRIME	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		

CH \$365.00 5010982

Email: ipdept@willkie.com
Correspondent Name: Zachary Travis
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 125664.0003

NAME OF SUBMITTER: Zachary Travis

SIGNATURE: /Zachary Travis/

DATE SIGNED: 03/18/2020

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of March 17, 2020, is made by and between Nuvectra Corporation, a Delaware corporation ("Seller"), and Cirtec Medical Corp., a Delaware corporation ("Purchaser"), the purchaser of certain assets of Seller pursuant to that Asset Purchase Agreement by and between Purchaser and Seller, dated February 29, 2020 (the "Asset Purchase Agreement").

WHEREAS, the Seller is the owner of all right, title, and interest in and to the Assigned Trademarks (as hereinafter defined) including all common law rights therein and the goodwill associated therewith;

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has sold, conveyed, transferred, delivered and assigned to Purchaser, among other assets, certain Intellectual Property of Seller (including the Assigned Trademarks and the portion of Seller's business to which the Assigned Trademarks pertain), and has agreed to execute and deliver this Agreement, for recording the transfer of the Assigned Trademarks with governmental authorities including, but not limited to, the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

NOW THEREFORE, in connection with the parties' obligations set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

2. Assignment. Pursuant to the Bankruptcy Code, and on the terms and subject to the conditions set forth in the Asset Purchase Agreement, Seller hereby irrevocably sells, transfers, assigns, conveys, and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts, all of Seller's rights, title, and interests in and to any and all rights in, arising out of, or associated with any of the following in any and all jurisdictions (the "Assigned Trademarks"):

(a) The U.S. and foreign trademarks, pending applications for trademarks, and all material unregistered trademarks set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all documentation, books and records associated with the foregoing;

(c) all rights to sue for past, present, and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at Law or equity associated therewith;

(d) all goodwill associated with the foregoing, including all goodwill associated with Seller's business associated therewith or symbolized thereby;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the owner thereof with respect to any and all of the foregoing; and

(f) the right to prosecute, maintain and defend the foregoing.

For the avoidance of doubt, the foregoing transfer accompanies, pursuant to the Asset Purchase Agreement, the transfer of that portion of the Seller's business to which the Assigned Trademarks pertain, which business is ongoing and existing.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, at Purchaser's expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, or perfect the assignment or registration of the Assigned Trademarks to or by Purchaser, or any assignee or successor thereto.

4. Power of Attorney. Seller hereby irrevocably grants Purchaser an irrevocable power of attorney to execute and deliver any of the documents referenced in Section 3 above on Seller's behalf in its name and to do all other lawfully permitted acts to transfer the Assigned Trademarks to Purchaser and further the transfer, issuance, prosecution, enforcement and maintenance of all intellectual property rights therein, to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Seller's subsequent incapacity, bankruptcy, dissolution or insolvency.

5. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. Counterparts. This Trademark Assignment may be executed in one or more counterparts, including by email or other electronic transmission, all of which will be considered one and the same original agreement.

7. Enforcement. The failure of either party hereto to enforce any terms or provisions of this Trademark Assignment will not waive any rights under such terms and provisions.

8. Severability. If any provision of this Trademark Assignment is deemed or held to be illegal, invalid or unenforceable under any present or future law, this Trademark Assignment shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable under such law, and in all other respects this Trademark Assignment shall remain in full force and effect; provided, however, that if any provision of this Trademark Assignment is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable provision that is legal, valid and enforceable. Further, should any provision contained in this Trademark Assignment ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties hereto.

9. Incorporation by Reference. Each of the following sections of the Asset Purchase Agreement is incorporated into this Agreement by reference as if set forth in full in this Agreement and will apply to the terms and provisions of this Agreement *mutatis mutandis*: Sections 10.5 (Governing Law), 10.6 (Submission to Jurisdiction; Waiver of Jury Trial) and 10.7 (Notices).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Purchaser and Seller has duly executed and delivered this Agreement as of the date first written above.

SELLER:

NUVECTRA CORPORATION

By: *James A. Ham*
Name: _____
Title: _____

PURCHASER:

CIRTEC MEDICAL CORP.

By: _____
Name: _____
Title: _____

[Trademark Assignment Agreement]

IN WITNESS WHEREOF, each of Purchaser and Seller has duly executed and delivered this Agreement as of the date first written above.

SELLER:

NUVECTRA CORPORATION

By: _____
Name: _____
Title: _____

PURCHASER:

CIRTEC MEDICAL CORP.

By: Brian Highley
Name: Brian Highley
Title: CEO

SCHEDULE 1

Assigned Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date	Jurisdiction
ALGOSTIM	86/674,276	6/25/2015	5,010,982	8/2/2016	US
ALGOSTIM	2012-100665	12/12/2012	5,595,165	6/28/2013	Japan
ALGOVITA	1588136	10/18/2013	1,288,136	4/28/2014	Australia
ALGOVITA	012285599	11/6/2013	012285599	3/12/2014	EU
ALGOVITA	86/075,591	9/26/2013	4,700,753	3/10/2015	US
CASP	011893039	6/12/2013	011893039	10/8/2013	EU
CASP	88/702,347	11/21/2019	Pending	Pending	US
FIDELITY	88/269,649	1/21/2019	Pending	Pending	US
FLEXIAN	018013816	1/23/2019	018013816	6/6/2019	EU
FLEXIAN	3369319	1/23/2019	3369319	4/12/2019	UK
FLEXIAN	88/057,445	7/30/2018	Pending	Pending	US
FORTIFLEX	018055686	4/25/2019	Pending	Pending	EU
FORTIFLEX	3394608	4/25/2019	3394608	7/12/2019	UK
FORTIFLEX	88/185,158	11/7/2018	Pending	Pending	US
LIFE BEYOND PAIN	17918574	6/18/2018	17918574	10/30/2018	EU
LIFE BEYOND PAIN	3318617	6/18/2018	3318617	9/28/2018	UK
LIFE BEYOND PAIN	87/956,922	6/11/2018	Pending	Pending	US
NUVECTRA	1655572	10/30/2014	1655572	6/25/2015	Australia
NUVECTRA	1700672	10/31/2014	Pending	Pending	Canada
NUVECTRA	13419239	10/30/2014	13419239	3/24/2015	EU
NUVECTRA	88/438,305	10/29/2014	5,027,711	8/23/2016	US
SENOPTIVE	88/185,296	11/7/2018	Pending	Pending	US
SIMPLIFI	88/269,788	1/21/2019	Pending	Pending	US
ULTRAWAVE	88/269,520	1/21/2019	Pending	Pending	US

VERSATECH	17873364	3/12/2018	17873364	9/14/2018	EU
VIRTIS	1,767,559	4/28/2016	1,767,559	2/14/2017	Australia
VIRTIS	15406234	5/4/2016	15406234	8/9/2016	EU
VIRTIS	88/713,965	12/3/2019	Pending	Pending	US
VITALOCK	87/01,973	6/29/2018	Pending	Pending	US
VITAPRIME	87/703,342	11/30/2017	Pending	Pending	US