TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299373

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Collateral Agreement (Reel 4938, Frame 0047)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		03/27/2014	Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3677929	NPI
Registration Number:	3926351	NPI
Registration Number:	4139430	NPI NATIONAL PAIN INSTITUTE
Registration Number:	3263557	NATIONAL PAIN INSTITUTE
Registration Number:	3455316	NATIONAL PAIN INSTITUTE
Registration Number:	3710840	NATIONAL PAIN INSTITUTE
Registration Number:	3455315	

CH $190.00 3677929

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-70
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	03/27/2014

Total Attachments: 14

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ASSIGNMENT OF TRADEMARK COLLATERAL AGREEMENT

This Assignment of Trademark Collateral Agreement dated as of March 27, 2014 (the "Assignment"), is made by and among Bank of Montreal, as the existing Agent (in such capacity, "Existing Agent"), NXT Capital, LLC, as the successor Agent (in such capacity, "Successor Agent"), and Prospira Florida LLC, a Florida limited liability company ("Prospira FL"), and Prospira Michigan LLC, a Michigan limited liability company ("Prospira MI"; Prospira FL and Prospira MI, collectively, the "Grantors").

RECITALS

WHEREAS, the Grantors, Existing Agent and the Lenders party thereto are parties to that certain Credit Agreement dated as of December 31, 2012 (as has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, (i) Prospira FL and Existing Agent entered into that certain Trademark Collateral Agreement (attached hereto as Exhibit A) dated as of December 31, 2012, and recorded on January 8, 2013, with the Trademark Division of the United States Patent and Trademark Office at Reel 4938 and Frame 0047, and (ii) Prospira MI and Existing Agent entered into that certain Trademark Collateral Agreement (attached hereto as Exhibit B) dated as of October 4, 2013, and recorded on January 22, 2014, with the Trademark Division of the United States Patent and Trademark Office at Reel 5197 and Frame 0989 (each as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Intellectual Property Security Agreements");

WHEREAS, concurrently with the execution and delivery of this Assignment, Existing Agent, Successor Agent, the Lenders (as defined in the Credit Agreement) party thereto, and the Grantors are entering into that certain Consent to Appointment of Successor Administrative Agent, Waiver and Third Amendment to Agreement dated as of the date hereof (the "Appointment and Amendment");

WHEREAS, pursuant to the Appointment and Amendment, Existing Agent has assigned all of its rights, interests, duties, and obligations as Agent under the Intellectual Property Security Agreements to Successor Agent; and

WHEREAS, Successor Agent has accepted the assignment of the rights, remedies, and duties and assumes the obligations of Existing Agent, as Agent, under the Intellectual Property Security Agreements from Existing Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors, Existing Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

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2. Assignment. Effective as of the Effective Date (as defined in the Appointment and Amendment), Existing Agent hereby assigns and transfers all of its rights, remedies, duties and obligations as Agent under the Intellectual Property Security Agreements to Successor Agent, and Successor Agent hereby accepts all of Existing Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Intellectual Property Security Agreements. The execution and delivery of this Assignment shall not in any way affect or modify the liability of the Grantors under the Intellectual Property Security Agreements, it being understood and agreed that notwithstanding this Assignment, all of the obligations of the Grantors under the Intellectual Property Security Agreements shall be and remain enforceable by Successor Agent, as Agent under the Credit Agreement and Intellectual Property Security Agreements, or by its successors and assigns against the Grantors.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF LAWS OTHER THAN THOSE OF THE STATE OF ILLINOIS.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

[Signature Page Follows]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

EXISTING AGENT:

BANK OF MONTREAL

By: _____
Name: JESSICA NELS
Title: VICE PRESIDENT

SUCCESSOR AGENT:

NXT CAPITAL, LLC

By: _____
Name: Milan Patel
Title: Director

GRANTORS:

PROSPIRA FLORIDA LLC, a Florida limited liability company

By: _____
Name: Barry Karlin
Title: Chief Executive Officer

PROSPIRA MICHIGAN LLC, a Michigan limited liability company

By: _____
Name: Barry Karlin
Title: President and Chief Executive Officer

EXHIBIT A

Trademark Security Agreement – Prospira Florida LLC (December 31, 2012)

See attached.

TRADEMARK COLLATERAL AGREEMENT

This 31st day of December, 2012, Prospira Florida LLC, a Florida limited liability company (*"Debtor"*), in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Bank of Montreal (*"BMO"*), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the *"Agent"*), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement dated as of December 31, 2012 among Debtor, Prospira PainCare, Inc., a Delaware corporation, the other parties thereto as debtors, and such other parties who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the *"Security Agreement"*).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page to Follow]

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IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PROSPIRA FLORIDA LLC

By _____
Name Barry Karlin
Title CEO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

Signature Page to Trademark Collateral Agreement

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PROSPIRA FLORIDA LLC

By_____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By_____
Name Andrew Pluta
Title Director

Signature Page to Trademark Collateral Agreement

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION
NPI	3,677,929	September 1, 2009
NPI (New Logo)	3,926,351	March 1, 2011
NPI (New Logo and Wording)	4,139,430	May 8, 2012
National Pain Institute	3,263,557	July 10, 2007
National Pain Institute (design)	3,455,316	June 24, 2008
National Pain Institute	3,710,840	November 17, 2009
Miscellaneous Design	3,455,315	June 24, 2008

FEDERAL TRADEMARK APPLICATIONS

None.

EXHIBIT B

Trademark Security Agreement – Prospira Michigan LLC (October 4, 2013)

See attached.