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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

02/17/2017
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ETAS ID: TM416617

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.		01/31/2017	Corporation: Delaware
RECEIVING PARTY DATA			
Name:	ZO Skin Health, Inc.		
Street Address:	5 Technology Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3699894	REFISSA	
CORRESPONDENCE DATA			
Fax Number:	9499887544		
<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:	9499887527		
Email:	mwilliams@zoskinhealth.com		
Correspondent Name:	Mark Williams		
Address Line 1:	5 Technology Drive		
Address Line 4:	Irvine, CALIFORNIA 92618		
NAME OF SUBMITTER:	Mark A. Williams		
SIGNATURE:	/Mark Williams/		
DATE SIGNED:	02/17/2017		
Total Attachments: 4			
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OP \$40.00 3699894

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is entered into as of January 31, 2017 (the "Effective Date") by and between Suneva Medical, Inc., a Delaware corporation ("Assignor"), and ZO Skin Health, Inc., a California corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January 31, 2017 (the "Purchase Agreement") between Assignor and Assignee, and Assignor is party to a Bill of Sale, Assignment and Assumption Agreement dated January 31, 2017 (the "Bill of Sale"), with Assignee, pursuant to which Assignor has sold, assigned, transferred, set over and conveyed to Assignee, among other things, all of the right, title and interest of Assignor in, to and under the Trademark set forth below (the "Sale").

WHEREAS, the Parties desire to enter into this Assignment to evidence consummation of the Sale and to file this Assignment with the United States Patent and Trademark Office, in furtherance of the transactions contemplated by the Purchase Agreement and the Bill of Sale.

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and adequacy of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. Assignment and Assumption of Trademark. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts and assumes, all of Assignor's right, title and interest in and to the trademark "REFISSA" registered with the United States Patent and Trademark Office on October 20, 2009, Registration No. 3699894, together with the goodwill associated therewith (the "Trademark"), subject in all respects to the conditions, covenants, representations, warranties, agreements provisions and terms in the Purchase Agreement.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the Sale.

3. Further Assurances. Assignor agrees that it will do, execute, acknowledge and deliver, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the Sale.

4. Purchase Agreement. This Assignment is entered into pursuant to, and is subject in all respects to, all of the conditions, covenants, representations, warranties, agreements, provisions and terms of the Purchase Agreement, and nothing herein shall be

deemed to modify or amend any of the representations, warranties, covenants, agreements, liabilities and obligations of Assignor thereunder.

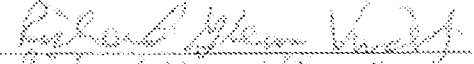
5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Assignment shall become effective when Assignor, on the one hand, and Assignee, on the other hand, shall have received a counterpart hereof signed by the other. Any counterpart may be executed by facsimile or pdf signature and such facsimile or pdf signature shall be deemed an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

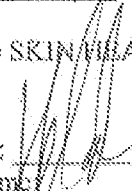
ASSIGNOR:

SUNEVA MEDICAL, INC.

By: 
Name: Richard Alan Vincent
Title: CEO

ASSIGNEE:

ZO SKIN HEALTH, INC.

By: 
Name: Mark A. LeVine
Title: President & CEO

[SIGNATURE PAGE 1 OF 2-- ASSIGNMENT OF TRADEMARK]

PLEASE SEE ATTACHED CD ALL-PURPOSE
CERTIFICATE OF ASSIGNMENT.
Thanks.



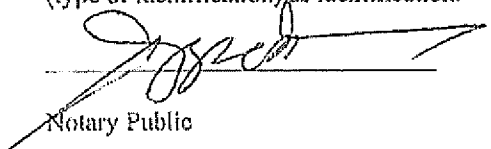
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this Jan. 31, 2017 (date) by RICHARD GLENN VINCENT, CFO (name and title of officer) of Suneva Medical, Inc., a Delaware corporation, on behalf of the corporation.

He/she is personally known to me or has produced CA DRIVER'S LICENSE (type of identification) as identification.



Notary Public

Printed Name: ANGEL PADO ANTONIO

My Commission Expires:

OCT-19, 2018

Commission # 2083157



[SIGNATURE PAGE 2 OF 2 - ASSIGNMENT OF TRADEMARK]