UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (date of earliest event reported): **December 30, 2022**

Assure Holdings Corp.
(Exact name of registrant as specified in its charter)

Nevada	**001-40785**	**82-2726719**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

7887 East Belleview Avenue, Suite 500 Denver, CO	**80111**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **720-287-3093**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001 per share	IONM	NASDAQ Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement

On December 30, 2022, Assure Holdings Corp. (the "Company") entered into an asset purchase agreement (the "Purchase Agreement") with each of NervePro LLC, a Colorado limited liability company ("NervePro"), Neuroprotect Neuromonitoring, LLC, a Colorado limited liability company ("Neuroprotect"), Neurotech Neuromonitoring, LLC, a Colorado limited liability company ("Neurotech"), and Nervefocus, LLC, a Colorado limited liability company ("Nervefocus," and together with NervePro, Neuroprotect, and Neurotech, the "Sellers," and each, a "Seller"). Pursuant to the Purchase Agreement, the Company agreed to purchased all assets of the Sellers related to the Sellers' operating businesses that provide intraoperative neuromonitoring and related services (the "Business") and assume certain liabilities of the Seller. The acquired assets include, but are not limited to, tangible personal property, inventory, records, prepaid expenses, contracts, licenses, warranties, intellectual property, goodwill, telephone numbers and email addresses, software, advertising, and accounts receivable related to work performed or billed on or after December 31, 2022 through the Closing (as defined below), including, without limitation, all rights to bill and collect for cases performed by Sellers between December 1, 2022 and Closing that were not billed or collected prior to the Closing, or that were billed between December 1, 2022 and Closing but were not collected in whole or in part, and the right to rebill any cases performed by Sellers between December 1, 2022 and Closing ("Acquired AR") (collectively, the "Assets"); but excluding certain assets including cash and cash equivalents, retained liabilities, corporate records and documents, employee benefit-related files and records, insurance policies, tax assets, rights to actions, suits or claims, and rights which accrue to Sellers under the Purchase Agreement.

The Assets were acquired at Closing for a purchase price of 1,500,000 shares of common stock of the Company (the "Shares"). The acquisition of the Assets closed on December 30, 2022 (the "Closing"). The common stock is subject to regulatory and securities law restrictions.

During the one hundred and twenty (120) day period following the Closing, Sellers have the sole right to continue to collect all outstanding accounts receivable of the Business as of the Closing other than the Acquired AR. On or before the end of the one hundred and twenty (120) days following the Closing, Sellers will have the option, at their sole discretion, to transfer any remaining outstanding accounts receivable of the Business as of the Closing other than the Acquired AR to the Company and, in such event, the Company will have the sole right to collect such outstanding accounts receivable (any such transferred accounts receivable, the "Bonus AR"); provided, however, that in its sole discretion, the Company may reject assignment of any accounts receivable that constitute the Bonus AR.

The Company shall pay to Sellers during the 24-month period from the transfer date of the Bonus AR (the "Receivable Bonus Period") an amount equal to the product of: (i) 45% multiplied by (ii) the gross amount of the Bonus AR collected by the Company during such calendar month during the Receivable Bonus Period (the "Receivable Bonus").

Any Receivable Bonus will be paid to each Seller in the following percentages (the "Pro Rata Share"): NervePro: 16%; Neuroprotect: 34%; Neurotech: 34%, and Nervefocus 16%. The parties agree that no costs or expenses of the Company arising from or related to the Bonus AR will be applied to offset or reduce the Receivable Bonus. For clarity, no Receivable Bonus will be owed or paid with respect to any Acquired AR.

The Company has sole and absolute discretion with regard to all matters relating to the Company's operations, including the operation of the Business and whether or not to collect (and what if efforts, if any, are used to collect) Bonus AR. Purchaser has no obligation to operate the Business in order to achieve any Receivable Bonus payment or to maximize the amount of any Receivable Bonus payment.

The Purchase Agreement contains customary representations, warranties and covenants from each of the parties. Under the Purchase Agreement, the Sellers have agreed to indemnify us for (a) any misrepresentation, omission, or breach by Sellers of any representation or warranty contained in the Purchase Agreement; (b) any nonperformance, failure to comply, or breach of or default by Sellers of any covenant, promise, or agreement of Sellers contained in this Agreement; (c) any retained liabilities of the Sellers; and (d) any excluded assets of the Sellers. Under the Purchase Agreement, the Company has agreed to indemnify the Sellers for (a) any misrepresentation, omission, or breach by the Company of any representation or warranty contained in the Purchase Agreement; (b) any

nonperformance, failure to comply, or breach of or default by the Company of any covenant, promise, or agreement of the Company contained in this Agreement; and (c) any assumed liabilities of the Sellers. Neither Seller nor the Company have any obligation to indemnify the other until the aggregate amount of loss exceeds 5% of the value of the closing consideration value and subject to a maximum indemnification amount of 15% of the closing consideration value.

In connection with the Closing under the Purchase Agreement, the Company also entered into a bill of sale, related to the Assets, and assignment and assumption agreement related to the assignment and assumption of contracts and assumed liabilities, and medical records custody agreement to arrange for the transfer and safekeeping and access to certain medical records of the Sellers transferred to the Company.

In relation to the issuance of the Shares, the Company and the Sellers entered into a registration rights agreement dated December 30, 2022 (the "Registration Rights Agreement"), pursuant to which the Company has agreed to register the Shares under the Securities Act of 1933, as amended (the "Securities Act"). Under the terms of the Registration Rights Agreement, we agreed (a) to file a registration statement on Form S-1 (the "Registration Statement") with the Securities and Exchange Commission within 30 days of the Closing to register the Shares (collectively, the "Registrable Securities") for resale by the Sellers; (b) to cause the Registration Statement to be declared effective by the Commission on or prior to the 90th day after the Closing or, if the Registration Statement is reviewed by the Commission, the 150th day after the Closing Date (or if the Registration Statement is not declared effective by the Commission on or before February 11, 2022, the deadline will be extended by an additional 30 days); (c) to maintain the effectiveness of the Registration Statement; and (d) to satisfy the current public information requirement required by Rule 144 under the Securities Act or any other rule or regulation of the Securities and Exchange Commission to permit the Sellers to sell the Registrable Securities to the public without registration. We agreed to pay the Sellers liquidated damages of 1% of the purchase price for each 30-day period in which we are in default of these obligations.

The above is a description of the material terms of the Purchase Agreement and the Registration Rights Agreement and is qualified in its entirety by the more complete terms and conditions set forth in the Purchase Agreement and the Registration Rights Agreement which are filed with this Current Report on Form 8-K as exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth above under Item 1.01 is hereby incorporated by reference into this Item 3.02.

In connection with the acquisition of Seller's Assets, the Company issued to Sellers 1,500,000 Shares. The Shares were issued pursuant to Rule 506(b) of Regulation D and Section 4(a)(2) of the Securities Act, and applicable state securities law exemptions based on the representations of the Sellers in the Purchase Agreement. The Shares are "restricted securities" as defined in Rule 144 of the Securities Act.

On December 30, 2022, pursuant to a certain advisory agreement between the Company and Roth Capital Partners LLC ("Roth"), in consideration for the financial advisory services to be rendered thereunder, the Company issued to Roth common stock purchase warrants exercisable to purchase 180,000 shares of common stock of the Company at an exercise price of $1.40 per share for a period of five years from the date of issuance of the warrant. The warrants were issued pursuant to Section 4(a)(2) of the Securities Act and applicable state securities law exemptions based on the representations of Roth in the advisory agreement. The warrants and the shares of common stock issuable upon exercise thereof are "restricted securities" as defined in Rule 144 of the Securities Act.

Item 7.01 Regulation FD

On January 6, 2023, the Company issued a press release announcing the acquisition of the Assets of the Sellers. A copy of the press release is attached to this report as Exhibit 99.1. In accordance with General Instruction B.2 of Form 8-K, the information set forth herein and in the press release is deemed to be "furnished" and shall not be deemed to be "filed" for purposes of the Securities Exchange Act of 1934, as amended. The information set forth in Item 7.01 of this report shall not be deemed an admission as to the materiality of any information in this report on Form 8-K that is required to be disclosed solely to satisfy the requirements of Regulation FD.

Item 9.01 Exhibits

Exhibit No.	Name
10.1	Purchase Agreement dated December 30, 2022
10.2	Registration Rights Agreement dated December 30, 2022
99.1	Press Release dated January 6, 2023
104	Cover Page Interactive Data File (formatted in Inline XBRL and included as Exhibit 101).

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SIGNATURE

Pursuant to the requirement of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ASSURE HOLDINGS CORP.

Date: January 6, 2023

By: */s/ John Price*
Name: John Price
Title: Chief Financial Officer

Exhibit 10.1

ASSET PURCHASE AGREEMENT

Assure Holdings Corp., a Delaware corporation ("Purchaser "), and each of NervePro LLC, a Colorado limited liability company ("NervePro"), Neuroprotect Neuromonitoring, LLC, a Colorado limited liability company ("Neuroprotect"), Neurotech Neuromonitoring, LLC, a Colorado limited liability company ("Neurotech"), and Nervefocus, LLC, a Colorado limited liability company ("Nervefocus," and together with NervePro, Neuroprotect, and Neurotech, the "Sellers," and each, a "Seller") have entered into this Asset Purchase Agreement (this "Agreement"), dated December 30, 2022 (the "Effective Date").

RECITALS

A. Sellers are engaged in owning and operating businesses that provide intraoperative neuromonitoring and related services (the "Business").

B. Sellers desire to sell the Assets, as defined below, to Purchaser, and Purchaser desires to purchase the Assets, pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, agreements, representations, warranties, and conditions contained herein, the parties agree as follows:

ARTICLE I
PURCHASE AND SALE OF ASSETS

On the terms and subject to the conditions set forth in this Agreement, each Seller hereby sells, assigns, transfers, and delivers to Purchaser, and Purchaser hereby purchases, accepts, and acquires from each Seller, all of the right, title, and interest of such Seller in and to those assets that are used or held for use in the Business, free and clear of any and all liens, security interests, leases, or other encumbrances of whatever nature (the assets being transferred pursuant to this Agreement are collectively referred to herein as the "Assets"), but excluding the Excluded Assets (as defined in Section 1.15). The Assets include, without limitation, the following:

1.1. Tangible Personal Property. All of Sellers' tangible assets, including all furniture, fixtures, equipment (expressly including, without limitation, all monitoring equipment), tools, computer hardware and computer peripherals, materials, and supplies (collectively, the "Tangible Personal Property"). The Tangible Personal Property includes, without limitation, the personal property listed on **Schedule 1.1** attached hereto.

1.2. Inventory. All of Sellers' inventory as reflected in **Schedule 1.2**.

1.3. Records. All of Sellers' records, including electronic records, relating to the operation of the Business, including customer records, supplier records, employee records, financial records, database files, and all other books, records, files, and documents relating to the Assets or arising out of or in connection with the Business (collectively the "Records").

1.4. Prepaid Expenses. All prepaid expenses and similar prepaid items paid by Sellers.

1.5. Contracts. All of Sellers' rights, powers, and remedies under all contracts to which Sellers are a party and listed on **Schedule 1.5**, including agreements with customers, manufacturers, distributors, and vendors, but in each case subject to Section 7 (each a "Contract", and collectively, the "Contracts").

1.6. Licenses. All licenses, permits, authorizations, approvals, consents, and other rights, used in connection with the Business and listed on **Schedule 1.6** (collectively, the "Licenses"), if and to the extent that they may be lawfully transferred by Sellers to Purchaser.

1.7. Warranties. All warranties, rights, and claims of Sellers under all existing manufacturer's or similar warranties relating to any of the Assets.

1.8. Intellectual Property. All of Sellers' intellectual property rights used in the Business, including all service mark, trademark, and trade name rights in the Seller Names (as defined below) and any variations thereof, all logos used in the Business, Sellers' domain names "www.nervepro.com" , the associated website, including underlying non-proprietary website code, content and software, any other URLs registered by Sellers, social media pages, art, graphics, copy, marketing plans and strategies, and all trade secrets and confidential information owned by Sellers or otherwise related to the Business (the "Intellectual Property").

1.9. Goodwill. All of Sellers' goodwill as a going concern relating to the Business.

1.10. Telephone Numbers and Listings; E-Mail Addresses. Sellers' telephone numbers and facsimile numbers, and all cell phone numbers, email addresses, and telephone book listings pertaining to the Business.

1.11. Software. All of Sellers' rights in proprietary or non-proprietary computer software, media, programs, licenses, and documentation used in the Business and all data and information contained therein, and all manuals, documentation, and code related thereto (collectively, "Software"), to the extent that they may be lawfully transferred to Purchaser.

1.12. Advertising. All of Sellers' existing advertising and promotional materials.

1.13. Accounts Receivable. All accounts receivable existing as of the Closing that relate to work performed or billed on or after December 1, 2022 through the Closing, including, without limitation, all rights to bill and collect for cases performed by Sellers between December 1, 2022 and Closing that were not billed or collected prior to the Closing, or that were billed between December 1, 2022 and Closing but were not collected in whole or in part, and the right to rebill any cases performed by Sellers between December 1, 2022 and Closing. The accounts receivable described in this Section 1.13, the "Acquired AR." For clarity "between December 1, 2022 and Closing" shall be inclusive of both December 1, 2022 and Closing.

1.14. [Reserved].

1.15. Excluded Assets. As used in this Agreement, "Excluded Assets" means (a) all cash and cash equivalents, bank accounts, accounts receivables other than the Acquired AR and any Bonus AR transferred to Purchaser hereunder, and securities of Sellers; (b) all assets listed on **Schedule 1.15**, (c) Sellers' records relating solely to (i) Retained Liabilities, or (ii) assets

specifically excluded under this Section 1.15, (d) the corporate seals, organizational documents, minute books, stock books, tax returns, books of account or other records having to do with the corporate organization of Sellers, all employee-related or employee benefit-related files or records, and any other books and records which Sellers are prohibited from disclosing or transferring to Purchaser under applicable law and is required by applicable Law to retain; (e) all insurance policies of Sellers and all rights to applicable claims and proceeds thereunder; (f) all tax assets (including duty and tax refunds and prepayments) of Sellers; (g) all rights to any action, suit or claim of any nature being pursued by Sellers, whether arising by way of counterclaim or otherwise, that are set forth on **Schedule 1.15(g)**, none of which relate to the Assets; and (h) the rights which accrue or will accrue to Sellers under this Agreement.

ARTICLE II
PURCHASE PRICE AND PAYMENT

Subject to the adjustments described below, the purchase price to be paid by Purchaser to Sellers for the Assets shall be payable as follows:

2.1. Closing Stock Payment. At the Closing, Purchaser shall issue to Sellers, 1,500,000 shares of common stock of Purchaser in the aggregate (the "Closing Stock Payment"). The Closing Stock Payment will be allocated between each Seller based on the Pro Rata Share (as defined below). The common stock issued pursuant to the Closing Stock Payment shall be subject to all (a) governing documents of Purchaser, (b) regulatory restrictions and requirements, and (c) all applicable laws. Purchaser will endeavor to register the Purchaser common stock issued pursuant to the Closing Stock Payment by no later than January 31, 2023. In addition, Purchaser and Sellers will enter into that certain Registration Rights Agreement in the form attached hereto as Exhibit A with respect to the Closing Stock Payment (the "Registration Rights Agreement"). The common stock value per share shall be determined on the Effective Date as quoted on the Nasdaq Stock Market (the "Stock Price"), which shall also include any successor market or exchange on or through which the shares of common stock are publicly traded. The Closing Stock Payment multiplied by the Stock Price shall be referred herein as the "Closing Consideration." The parties agree that the Closing Consideration represents the fair market value for the Assets. The parties agree that no part of this Agreement shall be construed to induce or encourage the referral of patients or the purchase of health care services or supplies. The parties acknowledge that there is no requirement under this Agreement or any other agreement between the parties that either party refer any patients to any health care provider or purchase any health care goods or services from any source.

2.2. Receivable Bonus.

(a) During the one hundred and twenty (120) day period following the Closing, Sellers have the sole right to continue to collect all outstanding accounts receivable of the Business as of the Closing other than the Acquired AR. On or before the end of the one hundred and twenty (120) days following the Closing, Sellers will have the option, at their sole discretion, to transfer any remaining outstanding accounts receivable of the Business as of the Closing other than the Acquired AR to Purchaser and, in such event, Purchaser will have the sole right to collect such outstanding accounts receivable (any such transferred accounts receivable, the "Bonus AR"); provided, however, that in its sole discretion, Purchaser may reject assignment of any accounts

receivable that constitute the Bonus AR. Purchaser shall pay to Sellers during the 24-month period from the transfer date of the Bonus AR (the "Receivable Bonus Period") an amount equal to the product of: (i) 45% multiplied by (ii) the gross amount of the Bonus AR collected by Purchaser during such calendar month during the Receivable Bonus Period (the "Receivable Bonus"). Any Receivable Bonus will be paid to each Seller in the following percentages (the "Pro Rata Share "): NervePro: 16%; Neuroprotect: 34%; Neurotech: 34%, and Nervefocus 16%. The parties agree that no Purchaser costs or expenses arising from or related to the Bonus AR will be applied to offset or reduce the Receivable Bonus. For clarity, no Receivable Bonus will be owed or paid with respect to any Acquired AR.

(b) Within fifteen (15) days following each calendar month during the Receivable Bonus Period, the Purchaser will deliver to the Sellers a written statement setting forth the Purchaser's calculation of the total gross amount of Bonus AR collected by Purchaser during such calendar month, the remaining outstanding and uncollected Bonus AR as of the end of such calendar month, and Purchaser's calculation of the Receivable Bonus for each calendar month (the "Receivables Bonus Statement"), which statement will be signed and certified by Purchaser's CFO. No more than once per calendar year, Purchaser shall give Sellers' accountants and advisors access, during normal business hours and upon reasonable notice, to such of the employees and books and records of Purchaser as Sellers may reasonably request as part of Sellers' review of the Receivables Bonus Statement and proposed Receivable Bonus. This review shall be at Sellers' sole cost unless there is a discrepancy agreed upon by Purchaser or verified by an Independent Accounting Firm of at least 5% of the total amounts owed under this Section 2.2 for the entire Receivable Bonus Period, in which case Purchaser shall reimburse Sellers for their reasonable out-of-pocket expenses relating to such review. Once Purchaser delivers the Receivables Bonus Statement to Sellers, Sellers will have ten (10) days to deliver written notice to Purchaser setting forth in reasonable detail any objections that Sellers has with respect to the Receivable Bonus Statement and the Receivable Bonus amount (the "Bonus Notice of Objection"). Once Sellers deliver the Notice of Objection to Purchaser within such 10-day period, then (i) any aspect of the Receivables Bonus Statement to which there is no objection in the Notice of Objection shall become conclusive and binding on the parties for all purposes of this Agreement and (ii) Sellers and Purchaser shall use good faith efforts to resolve all the objections contained in the Notice of Objection (the "Bonus Objections").

(c) If, during the Receivable Bonus Period, Purchaser receives a valid claim for a refund of previously collected Bonus AR for which Sellers previously received or will receive a Receivable Bonus (each, a "Refund Claim"), Purchaser will notify Sellers within ten (10) days of receipt of such Refund Claim by providing a written statement (the "Refund Statement") setting forth the total amount of such Refund Claim (the "Total Refund Amount"), the refund claimant(s), and Purchaser's calculation of the portion of the Refund Claim that is owed by Sellers to Purchaser, which amount will be equal to the product of: (i) 45% multiplied by (ii) the Total Refund Amount (the "Sellers' Refund Amount"). The Refund Statement will be signed and certified by Purchaser's CFO. Once Purchaser delivers the Refund Statement to Sellers, Sellers will have ten (10) days to deliver written notice to Purchaser setting forth in reasonable detail any objections that Sellers have with respect to the Refund Statement and the Sellers' Refund Amount (the "Refund Notice of Objection" and together with the Bonus Notice of Objections, each, a "Notice of Objections"). Once Sellers deliver the Refund Notice of Objection to Purchaser within such 10-day period, then (i) any aspect of the Refund Statement to which there is no objection in the Refund Notice of

Objection shall become conclusive and binding on the parties for all purposes of this Agreement and (ii) Sellers and Purchaser shall use good faith efforts to resolve all the objections contained in the Refund Notice of Objection (the "Refund Objections" and together with the Bonus Objections, the "Objections").

(d) If Sellers and Purchaser are unable to resolve any of the Objections within 30 days following Sellers' delivery of the Notice of Objection to Purchaser, they shall refer any remaining Objections that have not been resolved by such date to a mutually acceptable independent accounting firm mutually acceptable to the parties (the "Independent Accounting Firm"), which shall make its determination as to the resolution of such remaining Objections. The Purchaser and Sellers shall instruct the Independent Accounting Firm to deliver its written determination to Purchaser and Sellers no later than 30 days after their submission of such remaining Objections to the Independent Accounting Firm. The Independent Accounting Firm shall consider only those items and amounts in Sellers' and Purchaser's respective calculations that are identified as being items and amounts to which Sellers and Purchaser have been unable to agree. In resolving any disputed item, the Independent Accounting Firm may not assign a value to any item greater than the greatest value for such item claimed by any party or less than the smallest value for such item claimed by any party. The scope of the disputes to be resolved by the Independent Accounting Firm shall be limited to correcting mathematical errors and determining whether the items and amounts in dispute were determined in accordance with the terms and conditions of this Agreement, and the Independent Accounting Firm is not to make any other determination. The Independent Accounting Firm's determination with respect to the remaining Objections shall be conclusive and binding upon the parties. Sellers and Purchaser shall make readily available to the Independent Accounting Firm all relevant books and records and any work papers reasonably requested by the Independent Accounting Firm in connection therewith. Each party shall pay its own costs and expenses incurred in connection with such resolution, provided that the fees and expenses of the Independent Accounting Firm and any enforcement of the determination thereof shall be borne by Sellers and Purchaser in inverse proportion as they may prevail on the matters resolved by the Independent Accounting Firm, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Independent Accounting Firm at the time the determination of such firm is rendered on the merits of the matters submitted.

(e) Promptly, and in any event within five (5) days, after all aspects of the calculation of the Receivables Bonus Statement and Receivables Bonus shall have become conclusive and binding on the parties pursuant to this Section 2.2, then Purchaser will pay the portion of the Receivables Bonus to each Seller based on the Pro Rata Share by wire transfer of immediately available funds to an account designated by Sellers.

(f) Promptly, and in any event within five (5) days, after all aspects of the calculation of the Refund Statement and Sellers' Refund Amount shall have become conclusive and binding on the parties pursuant to this Section 2.2, then, upon the election of Sellers by written notice to Purchaser, either (i) Sellers will pay the Sellers' Refund Amount to Purchaser by wire transfer of immediately available funds to an account designated by Purchaser, or (ii) Purchaser will have the right to deduct the Sellers' Refund Amount from each Seller's next Receivable Bonus based on the Pro Rata Share.

(g) Purchaser shall have sole and absolute discretion with regard to all matters relating to Purchaser's operations, including the operation of the Business and whether or not to collect (and what if efforts, if any, are used to collect) Bonus AR. Purchaser has no obligation to operate the Business in order to achieve any Receivable Bonus payment or to maximize the amount of any Receivable Bonus payment.

(h) Purchaser shall have the right to withhold and set off against the amount due under this Section 2.2 the amount of any amounts finally determined to be owed by Sellers or Principals to Purchaser and any Losses to which any Purchaser Indemnified Party (as defined below) may be entitled under Section 8.2 of this Agreement.

(i) Purchaser and Sellers understand and agree that (i) the contingent rights to receive the Receivable Bonus shall not be represented by any form of certificate or other instrument, are not transferable, except by operation of laws relating to descent and distribution, divorce and community property, and do not constitute an equity or ownership interest in Purchaser, (ii) Sellers shall not have any rights as a security holder of Purchaser as a result of Sellers' contingent right to receive the Receivable Bonus hereunder, and (iii) no interest is payable with respect to the Receivable Bonus.

2.3. AR Received by Sellers. From and after the Closing, if Sellers receive or collect any funds relating to any Acquired AR, and from and after the date any Bonus AR is transferred to Purchaser, if Sellers receive or collect any funds relating to any Bonus AR, Sellers shall remit such funds to purchaser within seven days after its receipt thereof.

ARTICLE III
ALLOCATIONS

3.1. Allocations of the Purchase Price. Purchaser and Sellers will use their good faith efforts to mutually agree to the tax allocation of the Closing Consideration within thirty (30) days following Closing. Each of the parties shall report the purchase and sale of the Assets in accordance with such allocation for federal, state, and local tax purposes, including such reports to be filed on Internal Revenue Service Form 8594 by each of the parties.

3.2. [**Reserved**.]

ARTICLE IV
THE CLOSING

4.1. The Closing. Upon the terms and subject to the conditions of this Agreement, the Closing shall take place on the Effective Date (the "Closing Date"). The Closing will be a remote closing with each party providing electronic signatures, to be received and exchanged by each party's counsel. The closing of this Agreement (the "Closing") shall be effective as of 12:01 a.m. on the Closing Date for tax and accounting purposes (the "Effective Time").

4.2. Sellers' Deliveries. At the Closing, Sellers shall execute and deliver to Purchaser a bill of sale and assignment and assumption agreement as required to effectuate the transfer of Assets and Assumed Liabilities, each in form and substance satisfactory to Purchaser. Sellers shall deliver to Purchaser appropriate resolutions approving this transaction. Sellers shall also execute

and deliver such other documents at the Closing as are reasonably appropriate and necessary to effectuate the transactions set forth herein. Sellers shall also execute and deliver the Registration Rights Agreement.

4.3. Purchaser's Deliveries. At the Closing, Purchaser shall execute and deliver to Sellers a bill of sale and assignment and assumption agreement as required to effectuate the transfer of Assets and Assumed Liabilities, each in form and substance satisfactory to Sellers. Purchaser shall deliver to Sellers appropriate resolutions approving this transaction. Purchasers shall also execute and deliver such other documents at the Closing as are reasonably appropriate and necessary to effectuate the transactions set forth herein. At the Closing, Purchaser shall deliver to the Sellers evidence that Sellers are the beneficial owners of the Closing Stock Payment, which will be issued in electronic form to be held via bank entry. Purchaser shall also execute and deliver the Registration Rights Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.1. Representations and Warranties by Sellers. Sellers, jointly and severally, represent and warrant to Purchaser as follows. For purposes of this Agreement, "knowledge of Sellers" or similar means the actual knowledge of Paul Elliott.

(a) Title to the Assets. Sellers have good and merchantable title to all of the Assets.

(b) Assets Transferred Free of Liens. The Assets are and will be transferred at the Closing, free and clear of any liens, encumbrances, or claims of any nature, including liens for taxes, except for sales or use taxes arising from the sale hereunder, which Sellers shall pay.

(c) Condition of Assets. Except as set forth on Schedule 1.1, each item of Tangible Personal Property is in good operating condition and repair and free of defects, subject to ordinary wear and tear and routine repairs, and has been reasonably maintained.

(d) [Reserved.]

(e) Tax Matters. Sellers have timely filed all federal, state, and local tax returns or reports required to be filed by Sellers. Sellers has paid, or has properly provided for their payment when due, all federal, state, and local taxes (and all interest, penalties, or additions to tax thereon, if any), including all income, sales, use, property, payroll, unemployment withholding, occupation, gross receipts, value added, excise, and estimated taxes due or which later become due and payable by Sellers with respect to all taxable periods up to and including the period ending on the Closing Date.

(f) Compliance with Laws.

(i) Sellers and the Business are and have at all times since January 1, 2017 been in compliance in all material respects with applicable laws, statutes, rules, regulations, codes, and ordinances (collectively, "Laws") of any proper

governmental or regulatory official, body, or authority ("Governmental Authority") that apply to the Business or the Assets.

(ii) To the Sellers' knowledge, all providers employed by or otherwise engaged by Sellers (A) possess, and are in good standing with, all required state medical licenses and facility credentials needed to perform their duties, (B) are actively enrolled in, and in good standing with, Medicare and Colorado Medicaid.

(iii) Since January 1, 2017, Sellers and the Business have not been subject to any Governmental Authority audits or inspections or health plan reviews.

(g) Licenses. Sellers have all Licenses required by law to operate the Business as it is conducted as of the Closing Date, and the Licenses are valid and in effect. To the knowledge of Sellers, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse, or limitation of any License.

(h) Software. Sellers have fully paid, valid, and enforceable licenses to use all Software currently being used by it. Sellers shall provide the Software, including any related documentation, to Purchaser at Closing. Sellers do not own any Software and do not use any Software except for commercially available off-the-shelf Software.

(i) Legal Proceedings. No litigation, arbitration, investigation, or other proceeding of or before any court, arbitrator, or Governmental Authority which relates to Sellers, any Asset, or the Business is currently pending or, to the knowledge of Sellers, threatened. None of the Sellers are a party to or subject to the provisions of any judgment, order, writ, injunction, decree, or award of any court, arbitrator, or Governmental Authority which would adversely affect Sellers, the Business, the Assets, or the transactions contemplated hereby.

(j) Intellectual Property. Sellers own all Intellectual Property used by it in the operation of the Business or, as to the Software, it has valid licenses to use the Software. To the Sellers' knowledge, the Intellectual Property does not infringe or otherwise violate any intellectual property or other proprietary rights of any individual or company, and there is no claim or other action pending, or to the knowledge of Sellers, threatened, alleging any such infringement or violation or challenging Sellers' rights in or to any Intellectual Property. To the knowledge of Sellers, no person is infringing or otherwise violating any rights of Sellers in any of its intellectual property.

(k) Financial Statements . Complete copies of the unaudited financial statements consisting of the balance sheet of the Business as at December 31, 2021, and the related statements of profit and loss and cash flow for the year then ended (the "Financial Statements") are attached to **Schedule 5.1(k)**. The Financial Statements have been applied on a consistent basis throughout the period involved. The Financial Statements fairly present the financial condition of the Business in all material respects as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2021 is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date".

(l) Undisclosed Liabilities. Sellers have no Liabilities with respect to the Business, except (i) those which are adequately reflected or reserved against in the Balance Sheet as of August 31, 2022, and (ii) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

(m) Absence of Certain Changes. Since the Balance Sheet Date, the Business has been conducted in the ordinary course of business consistent with past practice and there has not been any change, event, condition, or development that is, or could reasonably be expected to be, individually or in the aggregate, materially adverse to: (i) the business, results of operations, condition (financial or otherwise), or assets of the Business; or (ii) the value of the Assets.

(n) [Reserved.]

(o) The Records. The Records are true and correct in all material respects.

(p) Contracts. All Contracts to which Sellers are a party are valid and binding contractual obligations of Sellers and, to Sellers' knowledge, the other parties thereto, and are enforceable in accordance with their respective terms. Sellers are not in default under any such Contract, and to the knowledge of Sellers, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in a default by any other party to any such Contract. Sellers have provided Purchaser with a true and complete copy of each written Contract, and a summary of the terms of each oral Contract, that is material to the operation of the Business. None of the Contracts restricts Sellers or would restrict Purchaser from conducting any line of business or engaging in any territory, or hiring or soliciting any parties. None of the Contracts contains a most favored nations clause or constitutes an exclusivity arrangement.

(q) [Reserved.]

(r) Workers' Compensation. There is no pending or, to the knowledge of Sellers, threatened workers' compensation claim or claim for on-the-job injuries against Sellers, including, without limitation, those relating to any termination of employment and any wages and benefits or other Liabilities.

(s) Suppliers. Sellers has provided Purchaser with a complete and accurate list, with contact information, of all material suppliers Sellers has purchased goods or services in the past three years, and the annual amounts of such purchases.

(t) Customers. Other than as set forth on **Schedule 5.1(t)**, none of Sellers' customers have informed Sellers, either orally or in writing, that such customer (i) will cease to be a customer of Sellers; or (ii) will reduce the extent to which, or materially alter the terms on which, such customer will in the future purchase goods or services from Sellers. Sellers have provided Purchaser with a complete and accurate list, with contact information, of all material customers to whom Sellers have sold goods or services in the past three years, and the annual amounts of such purchases.

(u) [Reserved.]

(v) [Reserved.]

(w) No Conflicting Agreements. Sellers are not a party to any contract, agreement, or other obligation that is in default or that will become in default by reason of the execution and consummation of this Agreement or the transactions contemplated hereby. There are no agreements in effect that would prevent Sellers from concluding the transactions described in this Agreement.

(x) Consents. The execution, delivery, and performance by Sellers of this Agreement, and all other agreements contemplated hereby, does not require any consent, approval, authorization, registration or filing with, or any other action by, any Governmental Authority or any other person or entity, including, without limitation, any party to a contract with Sellers, prior to the Closing, or to the extent such consent is required, Sellers has obtained such consent and provided a copy thereof to Purchaser.

(y) No Other Representations or Warranties. Except for the representations and warranties contained in this Section 5.1 (including the related portions of the Disclosure Schedules), no Seller or any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Sellers, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Assets furnished or made available to Purchaser or its representatives, or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law; provided, however, that nothing in this Section 5.1(y) shall limit Purchaser's ability to make or prevail on a claim for fraud against Sellers.

(z) Entity Status. Each Seller is duly formed and existing in good standing under the laws of the State of Colorado. No Seller has any subsidiaries or owns securities in any other entity.

(aa) Corporate Actions. All actions required of Sellers hereunder, and the consummation of all transactions provided for herein and therein, have been duly authorized by Sellers' members and managers. This Agreement and each of the other related documents have been, and shall be, duly executed and delivered by Sellers, and are valid and enforceable against Sellers in accordance with their respective terms. Sellers have all requisite power and authority to enter into and perform their respective obligations under this Agreement and each of the other related documents.

(bb) Brokers and Finders. None of the Sellers has engaged an investment banker, broker, or finder in connection with the transactions contemplated hereby.

(cc) Investment Representations.

(i) Sellers understand that the shares of Purchaser constituting the Closing Stock Payment have not been registered under the Securities Act, nor qualified under any state securities Laws, and that such shares are being offered and sold pursuant to an exemption from such registration and qualification based in part upon the representations contained herein. Each Seller is an "accredited investor" as defined under Rule 501 promulgated under the Securities Act.

(ii) Sellers have such knowledge and experience in financial and business matters that Sellers are capable of evaluating the merits and risks of the investment contemplated by this Agreement; and Sellers are able to bear the economic risk of this investment in the shares of Purchaser constituting the Closing Stock Payment (including a complete loss of Sellers' investment).

(iii) Sellers understand that it must bear the economic risk of an investment in the shares of Purchaser constituting the Closing Stock Payment indefinitely unless such shares are registered pursuant to the Securities Act or an exemption from such registration is available, and unless the disposition of such shares is qualified under applicable state securities Laws or an exemption from such qualification is available. Sellers further understand that there is no assurance that any exemption from the Securities Act will be available or, if available, that such exemption will allow Sellers to transfer any or all of their interest in the shares of Purchaser constituting the Closing Stock Payment in the amounts or at the times it might propose.

(iv) Sellers acknowledge that they have had access to and has reviewed the following (collectively, the "Disclosure Documents"): (i) the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021, including, without limitation, the section captioned "Risk Factors" regarding risk factors associated with an investment in the Company, (iii) the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2022, June 30, 2022, and September 30, 2022, and (iv) the Company's Current Reports on Form 8-K filed since January 1, 2022, including, in each case, any amendments thereto, all as filed with the SEC. In making this investment, the Sellers have not relied upon any information not included in the Disclosure Documents or this Agreement, and Sellers have not relied upon any representations or warranties made by the Company, any other director or officer thereof, except as expressly set forth in this Agreement.

(v) Sellers acknowledge that they are aware of Rule 144 under the Securities Act ("Rule 144") which permits limited public resales of "restricted securities" subject to the satisfaction of certain conditions. Sellers understand that under Rule 144, except as otherwise provided in paragraph (d) of that Rule, the conditions include, among other things: the availability of certain current public information about the issuer, certain holding periods and limitations on the amount of securities to be sold and the manner of sale. Sellers acknowledge that in the event all of the requirements of Rule 144 are not met, registration under the Securities Act, or an exemption from registration will be required for any disposition of the shares of Purchaser constituting the Closing Stock Payment. Sellers understand, that although Rule 144 is not exclusive, the SEC has expressed its opinion that persons proposing to sell restricted securities received other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

(vi) Sellers have consulted their own legal and tax advisors regarding the consequences of the transaction contemplated by this Agreement and acknowledge that they are not relying upon, nor has he received, any legal or tax advice from the Purchaser or its legal counsel or accountants.

(vii) Sellers are acquiring shares of Purchaser constituting the Closing Stock Payment solely for their own account for investment and not with a view toward the resale, transfer or distribution thereof, nor with any present intention of transferring or distributing Sellers' interest in the shares of Purchaser constituting the Closing Stock Payment.

(viii) Sellers understand and acknowledge that the shares of Purchaser constituting the Closing Stock Payment are characterized as "restricted securities" under U.S. securities Laws and agrees to the imprinting, so long as required by Law, of the following legend on certificates representing such shares:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA. THE SECURITIES MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

5.2. Representations and Warranties by Purchaser. Purchaser represents and warrants to Sellers as follows:

(a) Corporate Status. Purchaser is a corporation formed and existing in good standing under the laws of the State of Nevada.

(b) Corporate Actions. All actions required of Purchaser hereunder, including the execution of this Agreement and the consummation of all transactions provided for herein, have been duly authorized by appropriate actions of Purchaser's board of directors. This Agreement and each of the other closing documents have been, and shall be, duly executed and delivered by Purchaser, and are, or shall be when delivered, valid and enforceable against Purchaser in accordance with their respective terms.

(c) No Conflicting Agreements. Purchaser is not a party to any contract, agreement, or other obligation that is in default or that will become in default by reason of the execution and consummation of this Agreement or the transactions contemplated hereby. There are no agreements in effect that would prevent Purchaser from concluding the transactions described in this Agreement.

(d) Consents. The execution, delivery, and performance by Purchaser of this Agreement, and all other agreements contemplated hereby, does not require any consent, approval,

authorization, registration or filing with, or any other action by, any Governmental Authority or any other person or entity, including, without limitation, any party to a contract with Purchaser, prior to the Closing, or to the extent such consent is required, Purchaser has obtained such consent and provided a copy thereof to Sellers.

(e) Brokers and Finders. No Seller has engaged an investment banker, broker, or finder in connection with the transactions contemplated hereby.

(f) Litigation. There are no actions, suits, claims, investigations or other legal proceedings pending or, to Purchaser's knowledge, threatened against or by Purchaser challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement

(g) Independent Investigation. Purchaser has conducted its own independent investigation, review and analysis of the Business and the Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Sellers for such purpose. Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser has relied upon its own investigation and the express representations and warranties of Sellers set forth in Section 5.1 of this Agreement (including related portions of the Disclosure Schedules); and (b) neither Sellers nor any other person has made any representation or warranty as to Sellers, the Business, the Assets or this Agreement, except as expressly set forth in Section 5.1 of this Agreement (including the related portions of the Disclosure Schedules); provided, however, that nothing in this Section 5.2(g) shall limit Purchaser's ability to make or prevail on a claim for fraud against Sellers.

ARTICLE VI
ADDITIONAL COVENANTS

6.1. Transition Assistance. Sellers shall, without additional cost to Purchaser, familiarize and acquaint Purchaser with all material aspects of the Business (the "Transition Services") for 60 calendar days from and after the date of Closing during normal business hours. For the avoidance of doubt, the Transition Services would include familiarization with operations, sales, marketing, administration, insurance, customer service, pricing, strategy, and all other transition training reasonably requested by Purchaser. In addition, Sellers shall take all reasonable actions requested by Purchaser to transition business, relationships, contracts and all related items, including, without limitation, surgeon relationships, hospital relationships and contracts, third party revenue cycle management relationships, and third-party reading neurologist relationships.

6.2. Books and Records; Availability. For a period of three years after the Closing Date, Sellers will have, at reasonable times and with reasonable notice, access to the Records, Purchaser has obtained from Sellers to the extent that Sellers will require access to the Records for tax or other legitimate business reasons; Sellers shall maintain as confidential any trade secrets or confidential information set forth in such Records.

6.3. Names; Transfer of Phone and Fax Numbers and URLs. Promptly (but, in any event, no later than ten days) after the Closing Date, Sellers and their respective affiliates will (a) cease use of the names "NervePro", "NeuroPro", "Neuro Tech", "Nerve Focus", and any derivative thereof (the "Seller Names"), and (b) execute and file all the instruments, agreements,

and documents with the applicable Governmental Authorities in the State of Colorado and elsewhere, if applicable, as necessary or appropriate for Sellers and their respective affiliates to abandon all uses of the Seller Names. Further, beginning with the Closing Date, Sellers and their respective affiliates will not form, own, or be a lender to any person or entity that conducts business under any Seller Name. Promptly (but, in any event, no later than 10 days) after the Closing Date, Sellers shall reasonably cooperate with Purchaser to effectuate the transfer to Purchaser of all telephone and facsimile numbers, URLs, email addresses, utilities, and other Assets that require Sellers' participation to transfer.

6.4. Survival. For clarity, the provisions of this Article VI will survive the termination of this Agreement for the respective periods set forth above.

ARTICLE VII
LIABILITIES OF SELLERS

7.1. Definition of Liabilities. "Liabilities" means, individually and collectively, any direct or indirect liability, debt, duty, obligation, guarantee, or endorsement of any kind, nature, or description (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

7.2. Assumed Liabilities. Subject to the terms and conditions set forth herein, Purchaser shall assume and agree to pay, perform and discharge when due only those liabilities and obligations of Sellers to be paid, performed, or discharged after the Effective Date expressly set forth in the Contracts set forth on **Schedule 1.5**, except to the extent such liabilities, but for a breach or default by Sellers, would have been paid, performed, or discharged on or prior to the Effective Date or to the extent such liabilities relate to or arise out of any breach or default or violations of law of Sellers. The liabilities and obligations to be assumed by Purchaser pursuant to this Section 7.2 are referred to herein as the "Assumed Liabilities."

7.3. Retained Liabilities. Except as otherwise expressly set forth in Section 7.2, Sellers shall be and remain solely liable and responsible for all Liabilities relating to the operation of the Business prior to the Effective Time and any other obligations expressly agreed to in this Agreement, including accounts payable, local, state, and federal tax Liabilities, payroll tax Liabilities, and accrued vacation time for Sellers' employees (the "Retained Liabilities"). Sellers shall pay and perform all Retained Liabilities as and when due. Purchaser does not and shall not assume, agree to pay, or pay any of the Retained Liabilities. Purchaser is not assuming any obligations under any contracts entered into by Sellers, except for the obligations contained in the Contracts set forth on **Schedule 1.5**, but only to the extent that the obligations are required to be performed after the Closing Date and are not the result of breaches, violations or other actions or omissions or violations of law occurring or taken on or prior to the Closing Date.

7.4. Certain Tax Liabilities. Any Liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction shall be treated as Retained Liabilities.

ARTICLE VIII
INDEMNIFICATION

8.1. Survival. The covenants, promises, or agreements contained in this Agreement shall survive Closing until they are performed in full. The representations and warranties entered into or made pursuant to this Agreement will survive the Closing for a period of 18 months; but, notwithstanding the foregoing, the representations or warranties in Sections 5.1(a) (Title to Assets), 5.1(e) (Taxes), 5.1(z) (Entity Status), 5.1(aa) (Corporate Actions), 5.1(bb) (Brokers and Finders) and 5.1(cc) (Investment Representations), Section 5.2(a) (Corporate Status), 5.2(b) (Corporate Action), 5.2(e) (Brokers and Finders) (collectively, the "Fundamental Representations") will survive the Closing Date until the expiration of the applicable statute of limitations. Notwithstanding the foregoing, claims based on fraud shall survive indefinitely. Notwithstanding anything to the contrary in this Section 8.1, any claim made before the expiration of any representation and warranty will survive until the final determination of such claim. The parties intend to alter the applicable statutes of limitations as described in this Section 8.1.

8.2. Indemnification by Sellers. Sellers, jointly and severally, on behalf of themselves and their respective heirs, personal and legal representatives, successors and assigns, shall defend, indemnify, and hold harmless Purchaser and its owners, members, managers, directors, officers, agents, servants, and employees, and their respective heirs, personal and legal representatives, guardians, successors, and assigns (each, a "Purchaser Indemnified Party" and, collectively, the "Purchaser Indemnified Parties"), from and against any and all claims, threats, Liabilities, taxes, interest, fines, penalties, suits, actions, proceedings, demands, damages, losses, costs, and expenses (including attorneys' and experts' fees and court costs, whether in connection direct claims by the parties hereto or third party claims) of every kind and nature ("Losses") arising out of, resulting from, or in connection with:

(a) Any misrepresentation, omission, or breach by Sellers of any representation or warranty contained in this Agreement.

(b) Any nonperformance, failure to comply, or breach of or default by Sellers of any covenant, promise, or agreement of Sellers contained in this Agreement.

(c) Any Retained Liabilities.

(d) Any Excluded Assets.

8.3. Indemnification by Purchaser. Purchaser, on behalf of itself and its successors and assigns, shall defend, indemnify, and hold harmless Sellers, including their members, managers, officers, directors, owners, agents, servants, and employees and their respective heirs, personal and legal representatives, guardians, successors, and assigns (each, a "Seller Indemnified Party" and, collectively, the "Seller Indemnified Parties" and together with the Purchaser Indemnified Parties, the "Indemnified Parties"), from and against any and all Losses arising out of, resulting from, or in connection with:

(a) Any misrepresentation, omission, or breach by Purchaser of any representation or warranty contained in this Agreement.

(b) Any nonperformance, failure to comply, or breach by Purchaser of any covenant, promise, or agreement of Purchaser contained in this Agreement.

(c) The Assumed Liabilities.

8.4. Limitations on Indemnification. Sellers shall not have any obligation to indemnify Purchaser under Section 8.2(a), and Purchaser shall not have any obligation to indemnify Sellers under Section 8.3(a), until the aggregate amount of Loss that would otherwise be subject to indemnification under Sections 8.2(a) or 8.3(a), as applicable, exceed five percent (5%) of the Closing Consideration (the "Deductible"), in which case Purchaser or Seller, as applicable, shall be entitled to indemnification for any Losses in excess thereof that are indemnifiable pursuant to Sections 8.2(a) or 8.3(a), as applicable. Further, Sellers shall not have any obligation to indemnify Purchaser under Section 8.2(a), and Purchaser shall not have any obligation to indemnify Sellers under Section 8.3(a), in excess of fifteen (15%) of the Closing Consideration (the "Cap"). Notwithstanding the foregoing, neither the Deductible nor the Cap shall apply to (i) a claim pursuant to Section 8.2(a) with respect to a Fundamental Representation, (ii) a claim pursuant to Section 8.2(b), 8.2(c), or 8.2(d), 8.3(b) or 8.3(c), or (iii) any claim based on fraud; provided, however, that in no event will Sellers be liable to Purchaser under this Agreement for any amount in excess of the Closing Consideration, except in the event of a claim based on fraud. In no event shall any indemnifying party be liable to any Indemnified Party for any punitive damages, unless paid to a third party. Sellers' liability under this Article VIII shall not be affected or deemed waived by reason of any investigation made by Purchaser or by any knowledge that the Purchaser may have acquired or could have acquired prior the Closing Date.

8.5. Defense of Third-Party Claims. To assert a claim for indemnification under this Article VIII, the person or entity seeking indemnification must give the person or entity from whom indemnification is sought a written notice of the claim, including a description in reasonable detail and, if reasonably ascertainable, a good faith estimate of the amount of Losses incurred or reasonably expected; provided, however, that failure to give such a notice will not excuse any person or entity from any indemnification obligations hereunder, except to the extent such person or entity is actually materially prejudiced by the failure to have been given such a notice. If a third party notifies an Indemnified Party or the Indemnified Party otherwise becomes aware of a third party claim, threat, Liability, tax, interest, fine, penalty, suit, action, proceeding, demand, damage, Loss, cost, or expense with respect to which indemnity is or may be sought hereunder (an "Indemnity Claim"), then: (a) the indemnifying party is entitled to assume and control the defense of any claim, suit, action, investigation, proceeding, or other activity or matter arising out of or resulting from such Indemnity Claim or Losses, and thereafter the Indemnified Party will cooperate with the indemnifying party in good faith in such defense; and (b) without the Indemnified Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, no indemnifying party will admit liability or compromise or settle with respect to such Indemnity Claim or Losses.

8.6. Satisfaction of Direct Claims. In the event a party has a direct claim against the other party pursuant to Section 8.2 or 8.3 the party with the claim shall provide the other party with written notice of its claim, and, so long as that party does not dispute such claim in writing within 30 days of its receipt of written notice, the party shall pay the amounts owed as set forth in the written notice of claim within 30 days.

8.7. Indemnification Payment. In the event the Sellers are finally determined to be liable for any Losses to the Purchaser Indemnified Parties under Section 8.2, Sellers will have the option of paying the Purchaser Indemnified Parties an amount in cash equal to such Losses or shares of common stock of Purchaser then held by the Seller indemnitor, valued (for purposes of determining the amount of Losses to be indemnified and whether or not such amount is under the Cap) at the Stock Price.

8.8. Exclusive Remedies. Subject to Section 11.14, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII.

ARTICLE IX
EMPLOYEE MATTERS

Purchaser does not assume any Liabilities of Sellers with respect to any current or past employees of Sellers, any of Sellers' employee benefits or benefit plans, any accrued vacation of Sellers' employees, or any other employment related Liability of Sellers whatsoever. At the Closing, Sellers shall terminate all of its employees. Purchaser retains the right to decide, in its discretion, whether to employ or retain any employees of Sellers. Purchaser and Sellers agree that this Article IX is for the sole benefit of Purchaser, and that nothing in this Agreement creates a third-party beneficiary or other right (a) in any other person, including, without limitation, any employees of Sellers, or (b) to continued employment with Purchaser or any of its affiliates.

ARTICLE X
CONFIDENTIALITY

Sellers agree to (and to cause their respective employees, contractors, representatives, agents, and affiliates to) treat confidentially and not to disclose to any person or entity (other than an affiliate, employee, contractor, representative, or agent of such party who needs to know such information for the purpose of pursuing and consummating the transaction contemplated hereby) Confidential Information, and to not use Confidential Information in any manner or for any other purpose. Notwithstanding anything to the contrary in this Article X, if Sellers are requested or required to disclose Confidential Information, Sellers will promptly notify Purchaser and will afford Purchaser the opportunity to obtain a protective order or other appropriate remedy to maintain the confidentiality of the Confidential Information. If a protective order or other remedy is not available, Sellers will furnish only the portion of Confidential Information that Purchaser is advised in writing by its counsel that it is legally required to furnish and will use reasonable efforts to obtain, prior to disclosure, assurances that confidential treatment will be given thereto. "Confidential Information" means any information of the Business that is or reasonably ought to be considered confidential or proprietary, including information relating to processes, services, customer and supplier lists, pricing and marketing plans, policies and strategies, details of customer, supplier, and consultant contracts, operations methods, techniques, business plans, trade secrets, proprietary information, and all other intellectual property of, or related to, the Business

or Purchaser). This Article X shall survive the Closing and shall survive any termination of this Agreement.

ARTICLE XI
MISCELLANEOUS

11.1. [Reserved.]

11.2. Entire Agreement. This Agreement constitutes the entire, integrated agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior understandings, correspondence, negotiations, and agreements of the parties with respect to the subject matter hereof.

11.3. Amendment; Waiver. No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of all of the applicable parties hereto. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement herein contained. The waiver by any party hereto of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

11.4. Assignability. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties; provided, however that Purchaser may assign its rights or obligations under this Agreement (other than its obligations regarding issuing or registering the Closing Stock Payment) to any of its affiliates or to any acquiror of all or substantially all of its or their assets or a majority of its or their voting equity without the consent of any other party hereto.

11.5. Announcement. None of Sellers shall make any public announcement or other announcement regarding this Agreement or the transaction contemplated herein without the prior written consent of Purchaser. Purchaser shall have the right to make announcements regarding this Agreement and the transactions contemplated herein to the extent required under Law, including any regulatory body (including any exchange) governing Purchaser (including any of this affiliates).

11.6. Binding Effect; Benefit. Subject to the limitations set forth in Section 11.4, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal and legal representatives, guardians, successors, and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations, or liabilities, except that Article VIII is intended to benefit the indemnified parties referenced therein.

11.7. Severability. Any provision of this Agreement that is held by a court or arbitrator of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

11.8. PDF; Counterparts. This Agreement, and the other agreements and documents contemplated herein may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute one and the same instrument. Signatures exchanged by facsimile or other electronic means (including .pdf by email) shall be deemed original signatures for all purposes.

11.9. Governing Law. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Colorado (without regard to its conflicts of laws doctrines). Any action to enforce the rights of party hereto arising under or in connection with this Agreement shall be brought in a court of competent jurisdiction in the Denver, Colorado (the "Courts"). Each party hereto irrevocably and unconditionally consents to venue in the Courts for any litigation arising out of or relating to this Agreement and waives any objection to the laying of venue of any such litigation in the Courts and agrees not to plead or claim in the Courts that such litigation brought in such Court has been brought in an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY (AND MAY HAVE A TRIAL BEFORE A JUDGE ONLY) IN RESPECT TO ANY DISPUTE OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE TRANSACTION DOCUMENTS OR THE TRANSACTION.

11.10. Attorneys' Fees. If any action is instituted by a party to enforce any provisions of this Agreement, attorneys' fees and costs shall be awarded to the prevailing party.

11.11. Notices. All notices, requests, demands, consents, and other communications that are required or may be given under this Agreement (collectively, the "Notices") shall be in writing and shall be given either (a) by personal delivery against a receipted copy, (b) by certified or registered United States mail, return receipt requested, postage prepaid, (c) by recognized overnight delivery service, or (d) by email, with confirmation of delivery, to the addresses set forth on the signature page hereto, or to such other address of which written notice in accordance with this Section 11.11 shall have been provided by such party. Notices may only be given in the manner described in this Section 11.11 and shall be deemed received when given in such manner.

11.12. Further Assurances. Each of the parties to this Agreement shall cooperate with the other and execute and deliver to the other party to this Agreement such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party to this Agreement as necessary to carry out or evidence the purposes of this Agreement.

11.13. Costs and Expenses. Each of the parties shall be solely responsible for its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

11.14. Remedies; Specific Performance. The rights and remedies provided in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Each party agrees that irreparable Losses will occur if any provision of this Agreement is not performed in accordance with its terms and conditions or is otherwise breached, and that as a result, each party will be entitled to seek specific performance, injunctive, and other equitable relief to prevent breach of this Agreement and to

specifically enforce this Agreement and the terms and conditions hereof, in addition to other remedies to which such party may be entitled, at law or in equity. In particular, Sellers acknowledge that the Assets are unique and recognize and affirm that if any Seller breaches any obligations under this Agreement or the related documents, monetary damages will be inadequate and Purchaser will have no adequate remedy at law, and that as a result, Purchaser will be entitled, in addition to any other rights and remedies existing in its favor, to enforce its rights and Sellers' obligations under this Agreement not only by an action for damages but also by action for specific performance, injunctive, or other equitable relief without being required to prove actual damages, post bond, or furnish other security.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, notwithstanding the actual date of execution.

SELLERS:

NERVEPRO LLC

By:_____
Paul Elliott, Authorized Person

Address: PO Box 150295, Lakewood, CO 80215

Email: pelliott@cbsi.md

NEUROPROTECT NEUROMONITORING, LLC

By:_____
Paul Elliott, Authorized Person

Address: 3501 S Clarkson Street, Englewood, CO 80113

Email: pelliott@cbsi.md

NEUROTECH NEUROMONITORING, LLC

By:_____
Paul Elliott, Authorized Person

Address: 3501 S Clarkson Street, Englewood, CO 80113

Email: pelliott@cbsi.md

NERVEFOCUS, LLC

By:_____
Paul Elliott, Authorized Person

Address: PO Box 150295, Lakewood, CO 80215

Email: pelliott@cbsi.md

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, notwithstanding the actual date of execution.

PURCHASER

ASSURE HOLDINGS CORP.

By:_____
Name:_____
Title: Authorized Signer

Address:_____

Email:_____

SCHEDULE 1.1
Tangible Personal Property

Furniture	None
Fixtures	None
Computer Hardware	None
Computer Peripherals	None
Materials	None
Supplies	At Schedule 1.2
Monitoring Equipment	

	Monitoring Machine	**Monitoring Machine**	**Monitoring Machine**	**Monitoring Machine**
Base Serial Number	1609CX30-05-016	1611CXC0-05-007	1204CA001635	1410CA001740
Description	Cadwell Pro - 16	Cadwell Pro -32	Old Cadwell	Old Cadwell
Date of Purchase	2017	2017	2013	2013
AMPS AMP1 SN	1707CX31-02-031	1311CX31-02-017	1410CX01-13-002	
Date of Purchase	2017	2017	2013	
AMPS AMP2 SN	n/a	1611cx31-02-018	n/a	n/a
Laptops Manufacter/Type	Dell G7 15"	HP Envy 12	dell latitude E5570	
Date of Purchase	2017	2019	2017	
ES Stimulator (Type)	ES-IX	IX	ES-16	
Serial Number	1707CX25-05-020	1612CX2504008	1307CX06-00-008	
Date of Purchase	2017	2017		
tcMEP Stimulator (Type)	TCS-1000	TCS-1000	TCS - 1000	
Serial Number	1409CX15-01-025	1611CX1503004	1409CX15-01-024	
Date of Purchase		2017	2013	
# Pods	2	2	4	
Date of Purchase		2017	2013-2021	
Power Brick S/N	229038-200	229038-200	aptop power cable only	
Date of Purchase	2019	2017		
# Patch Cables	1	1	1	
Date of Purchase	2017	2017	2022	
ABR Kit S/N	1	1	1	
Date of Purchase	2017	2017	2013	
VEP S/N	1	1	1	
Date of Purchase	2017	2017	2013	
# ABR Tubes	2	2	2	
Date of Purchase	2017	2017	2020	

Repairs

AMP 1410CX01-13-0002 requires repairs, which Sellers estimate will cost approximately $1,500.

SCHEDULE 1.2
Inventory

Inventory
December 1, 2022

Disposable Name	# Full Boxes	# Items Per Box	# Inividual Items	Quantity	Expiration Date	Price Per Box	# Boxes Charged	Purchase Amount
NeuroGuard 2.0 Paired	29	10	2	292	7/1/2024	$ 20.00	29.2	$ 584.00
Technomed 2.5 Twisted	3	20	0	60	9/1/2024	$ 20.00	3.0	$ 60.00
Technomed 1.2 Corkscrews	1	24	8	32	10/1/2023	$ -	1.3	$ -
Technomed 2.5 Hook	1	24	0	24	8/1/2023	$ -	1.0	$ -
Ambu 1.5 Surface Electrodes	2	10	0	20	4/20/2023	$ 16.95	2.0	$ 33.90
Total								$ 677.90

[*Signature Page to Asset Purchase Agreement*]

SCHEDULE 1.5
Contracts

Contracting Party	Effective Date	Contract Type	Contract Assignable
Quality Control Service Consultants LLC	9/1/2020	Billing Services	Yes
Rocky Mountain Diagnostics	9/9/2013	Reader Services	Yes

[*Signature Page to Asset Purchase Agreement*]

SCHEDULE 1.6
Licenses

None

[*Signature Page to Asset Purchase Agreement*]

SCHEDULE 1.15
Excluded Assets

None

[*Signature Page to Asset Purchase Agreement*]

SCHEDULE 1.15(g)
Certain Excluded Assets

None

[*Signature Page to Asset Purchase Agreement*]

SCHEDULE 5.1(k)
Financial Statements

See attached

SCHEDULE 5.1(t)
Customers

None.

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is made and entered into as of December 30, 2022, by and among Assure Holdings Corp., a Nevada corporation (the "**Company**"), and each of NervePro LLC, a Colorado limited liability company ("**NervePro**"), Neuroprotect Neuromonitoring, LLC, a Colorado limited liability company ("**Neuroprotect**"), Neurotech Neuromonitoring, LLC, a Colorado limited liability company ("**Neurotech**"), and Nervefocus, LLC, a Colorado limited liability company ("**Nervefocus**," and together with NervePro, Neuroprotect, and Neurotech, collectively, the "**Purchaser**"), and shall become effective as of the Closing Date (as defined below).

RECITALS

A. In connection with the purchase agreement by and among the Company and the Purchaser, dated as of December , 2022 (the "**Purchase Agreement**"), the Company has agreed, upon the terms and conditions stated in the Purchase Agreement, to issue and sell to the Purchaser on the Closing Date (as defined therein) 1,500,000 shares of common stock, par value $0.001 per share, of the Company (the "**Shares**").

B. To induce the Purchaser to execute and deliver the Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act, and applicable state securities laws.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls or is controlled by or under common control with such Person. For the purposes of this definition, "**control**," when used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "**affiliated**," "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**Board**" means the Board of Directors of the Company.

"**Business Day**" means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the state of Colorado generally are authorized or required by law or other government actions to close.

"**Closing Date**" means the date of the closing of the acquisition and issuance of the Shares pursuant to the Purchase Agreement.

"**Effectiveness Date**" means the date the Registration Statement has been declared effective by the SEC.

"**Effectiveness Deadline**" means the date which is the earlier of (x) (i) in the event that the Registration Statement is not subject to a full review by the SEC, ninety (90) calendar days after the Closing Date, or (ii) in the event that the Registration Statement is subject to a full review by the SEC, one hundred fifty (150) calendar days after the Closing Date and (y) the fifth (5th) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be reviewed or will not be subject to further review; provided, however, that (i) if the Effectiveness Deadline falls on a Saturday, Sunday or other day that the SEC is closed for business, the Effectiveness Deadline shall be extended to the next Business Day on which the SEC is open for business, and (ii) the Effectiveness Deadline shall be extended for an additional thirty (30) calendar days if the Registration Statement is not declared effective by the SEC on or before February 11, 2022.

"**Effectiveness Period**" shall have the meaning set forth in Section 2.1(a). " **Exchange**

Act" means the Securities Exchange Act of 1934, as amended.

"**Filing Date**" or "**Filing Deadline**" means the thirtieth (30th) calendar day following the Closing Date; provided, however, that if the Filing Date falls on a day that is not a Business Day, then the Filing Date shall be extended to the next Business Day.

"**Indemnified Party**" shall have the meaning set forth in Section 5.3(a).

"**Indemnifying Party**" shall have the meaning set forth in Section 5.3(a). " **Losses**"

shall have the meaning set forth in Section 5.1.

"**Person**" means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind.

"**Proceeding**" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"**Prospectus**" means any prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to any such Prospectus, including post-effective amendments, and all material incorporated by reference in such Prospectus.

"**Registrable Securities**" means the Shares issued to the Purchaser; provided, however, that the Purchaser has completed and delivered to the Company a Selling Stockholder Questionnaire; and provided, further that such securities shall no longer be deemed Registrable Securities if (i) such securities have been sold pursuant to a Registration Statement, (ii) such securities have been sold in compliance with Rule 144,
(iii) such securities become eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144 as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected holders (assuming that such securities and any securities issuable upon exercise, conversion or exchange of which, or as a dividend upon which, such securities were issued or are issuable, were at no time held by any Affiliate of the Company), as reasonably determined by the Company, upon the advice of counsel to the Company and the Transfer Agent has issued certificates for such Registrable Securities to the Purchaser thereof, or as the Purchaser may direct, without any restrictive legend, or (iv) upon the close of business on the date that is two (2) years following the

effectiveness of the final Registration Statement(s) covering all the Registrable Securities hereunder, provided, however, that such two (2) year-period will be extended by the same number of days as any period of days following such effectiveness, other than days during an Allowed Delay, that the Registration Statement is not available for the resale of any of the Registrable Securities for any reason.

"**Registration Statement**" means the registration statements and any additional registration statements contemplated by Article II, including (in each case) the related Prospectus, amendments and supplements to such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference in such registration statement.

"**Rule 144**" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"**Rule 415**" means Rule 415 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"**SEC**" means the United States Securities and Exchange Commission. " **Securities**

Act" means the Securities Act of 1933, as amended.

"**Selling Stockholder Questionnaire**" means a questionnaire in the form attached as Annex B hereto, or such other form of questionnaire as may reasonably be requested by the Company from time to time.

"**Transaction Documents**" means this Agreement, the Purchase Agreement and the schedules and exhibits attached hereto and thereto.

ARTICLE II REGISTRATION

2.1 Registration Obligations; Filing Date Registration.

(a) As promptly as practicable following the Closing Date, but in no event later than the Filing Deadline, the Company shall prepare and file with the SEC a Registration Statement covering the resale of the Registrable Securities as would permit the sale and distribution of all the Registrable Securities from time to time pursuant to Rule 415 in the manner reasonably requested by the Purchaser. The Registration Statement shall be on Form S-1 (or such other form available to the Company for the registration of the Registrable Securities at the time of filing as determined in good faith by counsel of the Company). The Registration Statement shall contain the "Plan of Distribution" section in substantially the form attached hereto as Annex A, subject to any SEC comments; provided, however, that the Purchaser shall not be named as an "underwriter" in the Registration Statement without the Purchaser's prior written consent. Such Registration Statement also shall cover, to the extent allowable under the Securities Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Company Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. Such Registration Statement shall not include any shares of Company Common Stock or other securities for the account of any other holder without the prior written consent of the Purchaser. The Company shall use reasonable best efforts to cause the Registration Statement filed by it to be declared effective by the SEC under the Securities Act as promptly as practicable after the filing thereof but in any event prior to the Effectiveness Deadline, and, subject to Section 3.1(m) hereof, to keep such Registration Statement continuously effective under the Securities Act until such date as all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities (the "**Effectiveness Period**"). By 4:00 p.m., Eastern time, on the Business Day following the Effective Date, the Company shall file with the SEC in accordance with Rule 424(b)(3) under the Securities Act the final Prospectus to be used in connection with sales pursuant to such Registration Statement.

(b) Promptly following the date (the "**Qualification Date**") upon which the Company becomes eligible to use a registration statement on Form S-3 to register the Registrable Securities for resale, but in no event more than thirty (30) days after the Qualification Date (the "**Qualification Deadline**"), the Company shall file a registration statement on Form S-3 covering the Registrable Securities (or a post- effective amendment on Form S-3 to the registration statement on Form S-1) (a "**Shelf Registration Statement**") and shall use commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective as promptly as practicable thereafter, provided that the Company shall maintain the effectiveness of all Shelf Registration Statements then in effect and the availability for use of each Prospectus contained therein until such time as a Shelf Registration Statement covering the resale of all the Registrable Securities has been declared effective by the SEC and the Prospectus contained therein is available for use or, if sooner, the expiration of the Effectiveness Period.

(c) If (i) a Registration Statement covering the resale of all of the Registrable Securities required to be covered thereby and required to be filed by the Company pursuant to this Agreement is (A) not filed with the SEC on or before the Filing Deadline for such Registration Statement (a "**Filing Failure**") (it being understood that if the Company files a Registration Statement without affording Purchaser the opportunity to review and comment on the same as required hereby, the Company shall be deemed to not have satisfied this clause (i)(A) and such event shall be deemed to be a Filing Failure) or (B) not declared effective by the SEC on or before the Effectiveness Deadline for such Registration Statement (an "**Effectiveness Failure**"), (ii) on any day after the Effective Date of a Registration Statement sales of all of the Registrable Securities required to be included on such Registration Statement cannot be made pursuant to such Registration Statement (including, without limitation, because of a failure to keep such Registration Statement effective, a failure to disclose such information as is necessary for sales to be made pursuant to such Registration Statement, a failure to have the shares of Common Stock listed or

quoted for trading on Nasdaq (as defined below), any other national securities exchange or any market of the OTC Markets for three (3) consecutive trading days, or a failure to register a sufficient number of shares of Common Stock or by reason of a stop order) or the prospectus contained therein is not properly available for use for any reason (a "**Maintenance Failure**"), or (iii) a Registration Statement is not effective for any reason or the prospectus contained therein is not properly available for use for any reason, the Company fails to file with the SEC any required reports under Section 13 or 15(d) of the Exchange Act such that it is not in compliance with Rule 144(c)(1) (or Rule 144(i)(2), if applicable) (a "**Current Public Information Failure**") as a result of which the Purchaser is unable to sell Registrable Securities without restriction under Rule 144 (including, without limitation, volume restrictions), then, as liquidated relief for the damages to any holder by reason of any such delay in, or reduction of, its ability to sell the underlying shares of Common Stock (which remedy, other than the right to require specific performance, shall be exclusive of any other remedies available at law or in equity), the Company shall pay to each holder of Registrable Securities relating to such Registration Statement an amount in cash or Common Stock (calculated using the consolidated closing bid price of the applicable payment date) equal to one percent (1.0%) of the Closing Consideration (as defined in the Purchase Agreement) (1) within three (3) days after the date of such Filing Failure, Effectiveness Failure, Maintenance Failure or Current Public Information Failure, as applicable, and (2) on every thirty (30) day anniversary of (I) a Filing Failure until such Filing Failure is cured; (II) an Effectiveness Failure until such Effectiveness Failure is cured; (III) a Maintenance Failure until such Maintenance Failure is cured; and (IV) a Current Public Information Failure until the earlier of (i) the date such Current Public Information Failure is cured and (ii) such time that such public information is no longer required pursuant to Rule 144 (in each case, pro-rated for periods totaling less than thirty (30) days). The payments to which a holder of Registrable Securities shall be entitled pursuant to this Section 2(c) are referred to herein as "**Registration Delay Payments**." Following the initial Registration Delay Payment for any particular event or failure (which shall be paid on the date of such event or failure, as set forth above), without limiting the foregoing, if an event or failure giving rise to the Registration Delay Payments is cured prior to any thirty (30) day anniversary of such event or failure, then no further Registration Delay Payment(s) shall be due after such cure. In the event the Company fails to make Registration Delay Payments in a timely manner in accordance with the foregoing, such Registration Delay Payments shall bear interest at the rate of one percent (1%) per month (prorated for partial months) until paid in full. Notwithstanding the foregoing, no Registration Delay Payments shall be owed to Purchaser: (i) with respect to a Filing Failure, an Effectiveness Failure, a Maintenance Failure or a Current Public Information Failure, for any period after the earlier of (x) the date on which Purchaser may conduct a resale of all of its Registrable Securities in reliance on a valid exemption from registration in accordance with Rule 144 or (y) the date on which Purchaser sold, transferred or otherwise disposed of all of its Registrable Securities and
(ii) with respect to any Registrable Securities excluded from a Registration Statement by election of the Purchaser.

(d) Without limiting any obligation of the Company hereunder or under the Purchase Agreement, if after the Effectiveness Deadline there is not an effective Registration Statement covering all of the Registrable Securities or the Prospectus contained therein is not available for use and the Company shall determine to prepare and file with the SEC a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities (other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the Company's stock option or other employee benefit plans), then the Company shall deliver to Purchaser a written notice of such determination and, if within fifteen (15) days after the date of the delivery of such notice, the Purchaser shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Purchaser requests to be registered; provided, however, the Company shall not be required to register any Registrable Securities pursuant to this Section 2(g) that are eligible for resale pursuant to Rule 144 without restriction (including, without limitation, volume restrictions) and without the need for current public information required by Rule 144(c)(1) (or Rule 144(i)(2), if applicable) or that are the subject of a then-effective Registration

Statement.

ARTICLE III REGISTRATION PROCEDURES

3.1 Registration Procedures. In connection with the Company's registration obligations hereunder, the Company shall:

(a) Prepare and file with the SEC such amendments, including post-effective amendments, to the Registration Statement as may be necessary to keep the Registration Statement continuously effective (subject to Section 3.1(l)) as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the SEC such additional Registration Statements, if necessary, in order to register for resale under the Securities Act all of the Registrable Securities; cause the related Prospectus to be amended or supplemented by any required Prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; respond promptly, but in any event within seven (7) days, to any comments received from the SEC with respect to the Registration Statement or any amendment thereto and promptly provide the Purchaser true and complete copies of all correspondence from and to the SEC relating to such Registration Statement; and comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by the Registration Statement during the applicable period in accordance with the intended methods of disposition by the Purchaser thereof set forth in the Registration Statement as so amended or in such Prospectus as so supplemented.

(b) At the time the SEC declares the Registration Statement effective, the Purchaser shall be named as a selling stockholder in the Registration Statement and the related Prospectus in such a manner as to permit the Purchaser to deliver such Prospectus to purchasers of Registrable Securities included in the Registration Statement in accordance with applicable law, subject to the terms and conditions hereof.

(c) Promptly notify the Purchaser (i)(A) when a Registration Statement, a Prospectus or any Prospectus supplement or pre- or post-effective amendment to the Registration Statement is filed;
(B) when the SEC notifies the Company whether there will be a "review" of such Registration Statement and whenever the SEC comments in writing on such Registration Statement, and if requested by the Purchaser, furnish to them a copy of such comments and the Company's responses thereto and (C) with respect to the Registration Statement or any post-effective amendment filed by the Company, when the same has become effective; (ii) of any request by the SEC or any other Federal or state governmental authority for amendments or supplements to the Registration Statement or Prospectus or for additional information of the Company; (iii) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities of the Company for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and
(v) of the occurrence of any event that makes any statement made in the Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) Use reasonable best efforts to avoid the issuance of, and, if issued, to obtain the withdrawal of, (i) any order suspending the effectiveness of the Registration Statement or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for

sale in any U.S. jurisdiction.

(e) If requested by the Purchaser (i) promptly incorporate in a Prospectus supplement or post-effective amendment to the Registration Statement such information as the Purchaser reasonably request to be included therein unless the inclusion of such information would reasonably be expected to expose the Company to liability under federal and state securities laws and regulations and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

(f) Furnish to the Purchaser, without charge and upon request, at least one conformed copy of each Registration Statement and each amendment thereto, including financial statements and schedules, and, to the extent requested by such Person, all documents incorporated or deemed to be incorporated therein by reference, and all exhibits (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the SEC, provided, that the Company shall have no obligation to provide any document pursuant to this clause that is available on the SEC's EDGAR system.

(g) Promptly deliver to the Purchaser, without charge, as many copies of the Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Persons may reasonably request; and the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by the Purchaser in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto to the extent permitted by federal and state securities laws and regulations.

(h) Cooperate with the Purchaser to facilitate the timely preparation and delivery of certificates representing Registrable Securities of the Company to be sold pursuant to a Registration Statement.

(i) Upon the occurrence of any event contemplated by Section 3.1(c)(v), as promptly as practicable prepare a supplement or amendment, including a post-effective amendment, to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither the Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) Use best efforts to cause all Registrable Securities relating to the Registration Statement to be listed on The Nasdaq Capital Market ("**Nasdaq**") or any subsequent securities exchange, quotation system or market, if any, on which similar securities issued by the Company are then listed or traded.

(k) The Company may require the Purchaser to furnish to the Company information regarding the Purchaser and the distribution of such Registrable Securities as is required by law to be disclosed in the Registration Statement, and the Company may exclude from such registration the Registrable Securities of the Purchaser who fails to furnish such information within fifteen (15) days after receiving such request.

(l) For not more than thirty (30) consecutive calendar days or for a total of not more than sixty (60) days in any twelve (12) month period, the Company may suspend the use of any Prospectus included in any Registration Statement contemplated by this Section 3.1(l) in the event that the Company determines in good faith that such suspension is necessary to (A) delay the disclosure of material non-public

information concerning the Company, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company or (B) amend or supplement the affected Registration Statement or the related Prospectus so that such Registration Statement or Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus in light of the circumstances under which they were made, not misleading (an "**Allowed Delay**"); provided, that the Company shall promptly (a) notify the Purchaser in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of the Purchaser) disclose to the Purchaser any material non-public information giving rise to an Allowed Delay, (b) advise the Purchaser in writing to cease all sales under the Registration Statement until the end of the Allowed Delay and (c) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable.

(m) The Company shall use reasonable best efforts to register or qualify, or cooperate with the Purchaser of the Registrable Securities included in the Registration Statement in connection with the registration or qualification of, the resale of the Registrable Securities under applicable securities or "blue sky" laws of such states of the United States as any the Purchaser requests in writing and to do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Registrable Securities covered by the Registration Statement; provided, however, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or
(ii) take any action that would subject it to general service of process or to taxation in any jurisdiction to which it is not then so subject.

(n) The Company will comply with all rules and regulations of the SEC to the extent and so long as they are applicable to the Registration Statement and will make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement (which need not be audited) satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder, no later than forty-five (45) days after the end of a 12-month period (or ninety (90) days, if such period is a fiscal year) beginning with the Company's first fiscal quarter commencing after the effective date of the Registration Statement.

(o) The Company shall (A) permit Purchaser's legal counsel, which shall be Snell & Wilmer L.L.P. ("**Legal Counsel**"), to review and comment upon (i) each Registration Statement within a reasonable number of days prior to its filing with the SEC and (ii) all amendments and supplements to each Registration Statement (including, without limitation, the Prospectus contained therein) (except for Annual Reports on Form 10-K, Report on Form 8-K, and any similar or successor reports) within a reasonable number of days prior to their filing with the SEC, and (B) not file any Registration Statement or amendment or supplement thereto in a form to which Legal Counsel reasonably objects.

3.2 Purchaser Obligations.

(a) At least five (5) Business Days prior to the first anticipated filing date of a Registration Statement, the Company shall notify the Purchaser in writing of the information the Company requires from the Purchaser if the Purchaser elects to have any of the Purchaser's Registrable Securities included in such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities that (i) the Purchaser furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the effectiveness of the registration of such Registrable Securities, and (ii) the Purchaser execute such documents in connection with such registration as the Company may reasonably request.

(b) The Purchaser covenants and agrees by its acquisition of such Registrable Securities that (i) it will not sell any Registrable Securities under the Registration Statement until it has

received copies of the Prospectus as then amended or supplemented as contemplated in Section 3.1(g) and notice from the Company that such Registration Statement and any post-effective amendments thereto have become effective as contemplated by Section 3.1(c)(i)–(ii) and its officers, directors or Affiliates, if any, will comply with the prospectus delivery requirements of the Securities Act as applicable to them in connection with sales of Registrable Securities pursuant to the Registration Statement.

(c) Upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3.1(c)(ii)–(v) or Section 3.1(l), the Purchaser will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until the Purchaser's receipt of the copies of the supplemented Prospectus and/or amended Registration Statement contemplated by Section 3.1(i), or until it is advised in writing by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement.

ARTICLE IV REGISTRATION EXPENSES

4.1 Registration Expenses. All reasonable fees and expenses incident to the performance of or compliance with this Agreement by the Company (excluding underwriters' discounts and commissions and all fees and expenses of legal counsel, accountants and other advisors for the Purchaser except as specifically provided below), except as and to the extent specified in this Section 4.1, shall be borne by the Company whether or not a Registration Statement is filed by the Company or becomes effective and whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with Nasdaq and each other securities exchange or market on which Registrable Securities are required hereunder to be listed, (B) with respect to filings required to be made by the Company with the Financial Industry Regulatory Authority and (C) in compliance with state securities or "blue sky" laws by the Company or with respect to Registrable Securities, (ii) messenger, telephone and delivery expenses, (iii) fees and disbursements of counsel for the Company, (iv) Securities Act liability insurance, if the Company so desires such insurance, and (v) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement, including, without limitation, the Company's independent public accountants. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any underwriting, broker or similar fees or commissions of the Purchaser or, except to the extent provided for above or in the Transaction Documents, any legal fees or other costs of the Purchaser.

ARTICLE V INDEMNIFICATION

5.1 Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless the Purchaser, its permitted assignees, officers, directors, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Company Common Stock), underwriters, investment advisors and employees, each Person who controls any the Purchaser or permitted assignee (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents and employees of each such controlling Person, and the respective successors, assigns, estate and personal representatives of each of the foregoing, to the fullest extent permitted by applicable law, from

and against any and all claims, losses, damages, liabilities, penalties, judgments, costs (including, without limitation, costs of investigation) and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "**Losses**"), arising out of or relating to any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any Prospectus, as supplemented or amended, if applicable, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except (i) to the extent, but only to the extent, that such untrue statements or omissions or alleged untrue statements or omissions are based primarily upon information regarding the Purchaser furnished in writing to the Company by the Purchaser expressly for use in such Registration Statement, such Prospectus or in any amendment or supplement thereto or to the extent that such information relates primarily to the Purchaser or the Purchaser's proposed method of distribution of Registrable Securities and was furnished in writing by the Purchaser expressly for use therein (it being understood that the Purchaser has approved Annex A hereto for this purpose); or (ii) in the case of an occurrence of an event of the type specified in Section 3.1(c)(ii)- (v), the use by the Purchaser of an outdated or defective Prospectus, but only if and to the extent that the Company has advised the Purchaser that it no longer meets the requirements for the use of Rule 172 and as a result thereof the Purchaser is required to deliver a current Prospectus to any transferee of Registrable Securities and has provided a copy of a current Prospectus to the Purchaser prior to the sale or transfer of Registrable Securities giving rise to such Losses. The Company shall notify the Purchaser promptly of the institution, threat or assertion of any Proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 5.3(a) hereof) and shall survive the transfer of the Registrable Securities by the Purchaser.

5.2 Indemnification by Purchaser. The Purchaser and its permitted assignees shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, and the respective successors, assigns, estate and personal representatives of each of the foregoing, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, as supplemented or amended, if applicable, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, to the extent, but only to the extent, that such untrue statement or omission or alleged untrue statement or omission is contained in or omitted from any written information regarding the Purchaser furnished in writing to the Company by the Purchaser expressly for use in the Registration Statement, and that such information was reasonably relied upon by the Company for use therein. In no event shall the liability of the Purchaser be greater in amount than the dollar amount of the proceeds (net of all expenses paid by the Purchaser in connection with any claim relating to this Section 5.2 and the amount of any damages the Purchaser has otherwise been required to pay by reason of such untrue statement or omission) received by the Purchaser upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

5.3 Conduct of Indemnification Proceedings.

(a) If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "**Indemnified Party**"), such Indemnified Party promptly shall notify the Person from whom indemnity is sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its

obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party.

(b) An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; or (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel (which shall be reasonably acceptable to the Indemnifying Party) that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, the Indemnifying Party shall be responsible for reasonable fees and expenses of no more than one counsel (together with appropriate local counsel) for the Indemnified Parties). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is or could have been a party, unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

(c) All reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section 5.3) shall be paid to the Indemnified Party, as incurred, within twenty (20) Business Days of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnifying Party may require such Indemnified Party to undertake to reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

5.4 Contribution.

(a) If a claim for indemnification under Section 5.1 or 5.2 is unavailable to an Indemnified Party because of a failure or refusal of a governmental authority to enforce such indemnification in accordance with its terms (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying, Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 5.3, any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section 5.4 was available to such party in accordance with its terms.

(b) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5.4 were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of the Purchaser be greater in amount than the dollar amount of the proceeds (net of all expenses paid by the Purchaser in connection with any claim relating to this Section 5.4 and the amount of any damages the Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

(c) The indemnity and contribution agreements contained in this Article V are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

ARTICLE VI RULE 144

6.1 Rule 144. With a view to making available to the Purchaser the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Purchaser to sell shares of Company Common Stock to the public without registration, the Company covenants and agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without volume or manner-of-sale restrictions by the Purchaser thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as all of the Registrable Securities shall have been resold pursuant to a Registration Statement, Rule 144 or otherwise in a transaction in which the transferee receives freely tradable shares; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act pursuant to Rule 144(c)(1) and Rule 144(i); and (iii) furnish to the Purchaser upon request, as long as the Purchaser owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the Exchange Act pursuant to Rule 144(c)(1) and Rule 144(i), (B) a copy of the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail the Purchaser of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration.

ARTICLE VII
MISCELLANEOUS

7.1 Effectiveness. The Company's obligations hereunder shall be conditioned upon the occurrence of the Closing under the Purchase Agreement, and this Agreement shall not be effective until such Closing. If the Purchase Agreement shall be terminated prior to the Closing, then this Agreement shall be void and of no further force or effect (and no party hereto shall have any rights or obligations with respect to this Agreement).

7.2 Remedies. In the event of a breach by the Company or by the Purchaser of any of their obligations under this Agreement, the Company in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and the Purchaser agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

7.3 Entire Agreement; Amendment . This Agreement and the other Transaction Documents contain the entire understanding and agreement of the parties with respect to the matters covered hereby and, except as specifically set forth herein or therein, neither the Company nor the Purchaser make any representation, warranty, covenant or undertaking with respect to such matters, and they supersede all prior understandings and agreements with respect to said subject matter, all of which are merged herein. This Agreement and any term hereof may be amended, terminated or waived only with the written consent of the Company and the Purchaser.

7.4 No Inconsistent Agreements. The Company will not on or after the date of this Agreement enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Purchaser in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Purchaser hereunder do not in any way conflict with and are not inconsistent with the rights granted to the Purchaser of the Company's securities under any agreement in effect on the date hereof.

7.5 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile or email at the facsimile number or email address specified in this Section prior to 4:00 p.m. (Eastern time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile or email at the facsimile number or e-mail address specified in this Section on a day that is not a Trading Day or later than 4:00 p.m. (Eastern time) on any Trading Day, (c) the Trading Day following the date of deposit with a nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The addresses, facsimile numbers and email addresses for such notices and communications are those set forth below, or such other address or facsimile number as may be designated in writing hereafter, in the same manner, by any such Person:

If to the Company:	Assure Holdings Corp. 4600 South Ulster Street, Suite 1225 Denver, CO 80237 Attention: Mr. John Allen Farlinger, Chairman & CEO Email: john.farlinger@assureiom.com Fax No.:
with copies (which copies shall not constitute notice to the Company) to:	Dorsey & Whitney LLP 1400 Wewatta Street, Suite 400 Denver, CO 80202 Attention: Jason K. Brenkert Esq. Email:brenkert.jason@dorsey.com Fax No.: (416) 367-7371
If to the Purchaser:	See signature page

7.6 Waivers. No waiver by either party of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

7.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns and shall inure to the benefit of the Purchaser and its successors and assigns. The Company may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Purchaser of at least a majority of all Registrable Securities then outstanding.

7.8 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.9 Termination. This Agreement shall terminate at the end of the Effectiveness Period, except that Articles IV and V and this Article VII shall remain in effect in accordance with their terms.

7.10 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado without regard to the conflict of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the State of Colorado for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. If any party hereto shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then, the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

7.11 Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

7.12 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any respect, then, to the fullest extent permitted by law, (a) all other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the parties as nearly as may be possible and (b) the parties shall use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of such provision(s) in this Agreement.

7.13 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed by their respective authorized officers as of the date first above written.

THE COMPANY:

ASSURE HOLDINGS CORP.

By: _____ Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed by their respective authorized officers as of the date first above written.

PURCHASER:

NERVEPRO LLC

By:_____ Paul Elliott,
Authorized Person

Address: PO Box 150295, Lakewood, CO 80215 Email:

pelliott@cbsi.md

NEUROPROTECT NEUROMONITORING, LLC

By:_____ Paul Elliott,
Authorized Person

Address: 3501 S Clarkson Street, Englewood, CO 80113 Email:

pelliott@cbsi.md

NEUROTECH NEUROMONITORING, LLC

By:_____ Paul Elliott,
Authorized Person

Address: 3501 S Clarkson Street, Englewood, CO 80113 Email:

pelliott@cbsi.md

NERVEFOCUS, LLC

By:_____ Paul Elliott,
Authorized Person

Address: PO Box 150295, Lakewood, CO 80215 Email:

pelliott@cbsi.md

ANNEX A
PLAN OF DISTRIBUTION

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock previously issued and the shares of common stock issuable upon exercise of the warrants, or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. The selling stockholders may sell their shares of our common stock pursuant to this prospectus at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock or warrants owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker- dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker- dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be "underwriters" within the meaning of Section 2(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are "underwriters" within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to keep the registration statement of which this prospectus constitutes a part effective until such time as the shares offered by the selling stockholders have been effectively registered under the Securities Act and disposed of in accordance with such registration statement, the shares offered by the selling stockholders have been disposed of pursuant to Rule 144 under

the Securities Act or the shares offered by the selling stockholders may be resold pursuant to Rule 144 without restriction or limitation (including without the requirement to be in compliance with Rule 144(c)(1)) or another similar exemption under the Securities Act.

ANNEX B

SELLING STOCKHOLDER NOTICE AND QUESTIONNAIRE ASSURE

HOLDINGS CORP.

Selling Stockholder Notice and Questionnaire

The undersigned beneficial owner of common stock, par value $0.001 per share (the "Common Stock"), of Assure Holdings Corp. (the "Company"), (the "Registrable Securities") understands that the Company has filed or intends to file with the U.S. Securities and Exchange Commission (the "SEC") a registration statement (the "Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "Securities Act"), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement, dated as of November , 2021 (the "Registration Rights Agreement"), among the Company and the Purchaser named therein. The purpose of this Questionnaire is to facilitate the filing of the Registration Statement under the Act that will permit you to resell the Registrable Securities in the future. The information supplied by you will be used in preparing the Registration Statement. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling stockholder in the Registration Statement and the related Prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling stockholder in the Registration Statement and the related Prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Stockholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it and listed below in Item 3 (unless otherwise specified under such Item 3) in the Registration Statement.

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Stockholder:

(b) Full Legal Name of Selling Stockholder (if not the same as (a) above) through which Registrable Securities Listed in Item 3 below are held:

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by the questionnaire):

2. Address for Notices to Selling Stockholder:

Telephone: _

Fax: _

Contact Person: _

E-mail address of Contact Person: _

3. Beneficial Ownership of Registrable Securities:

(a) Type and Number of Registrable Securities beneficially owned:

4. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

Note: If yes, the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(b) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

Note: If yes, provide a narrative explanation below:

(c) If you are an affiliate of a broker-dealer, do you certify that you bought the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If no, the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

5. Beneficial Ownership of Other Securities of the Company Owned by the Selling Stockholder.

Except as set forth below in this Item 5, the undersigned is not the beneficial or registered owner of any securities of the Company other than the Registrable Securities listed above in Item 3.

(a) As of_____, 202 , the Selling Stockholder owned outright (including shares registered in Selling Stockholder's name individually or jointly with others, shares held in the name of a bank, broker, nominee, depository or in "street name" for its account),

_____shares of the Company's capital stock (excluding the Registrable Securities). If "zero," please so state.

(b) In addition to the number of shares Selling Stockholder owned outright as indicated in Item 5(a) above, as of_____, 202 , the Selling Stockholder had or shared voting power or investment power, directly or indirectly, through a contract, arrangement, understanding, relationship or otherwise, with respect to_____shares of the Company's capital stock (excluding the Registrable Securities). If "zero," please so state.

If the answer to Item 5(b) is not "zero," please complete the following tables:

Sole Voting Power:

Number of Shares	**Nature of Relationship Resulting in Sole Voting Power**

Shared Voting Power:

Number of Shares	**With Whom Shared**	**Nature of Relationship Sole**

Investment power:

Number of Shares	**Nature of Relationship Resulting in Sole Investment Power**

Shared Investment power:

Number of Shares	**With Whom Shared**	**Nature of Relationship**

(c) As of_____, 202 , the Selling Stockholder had the right to acquire the following shares of the Company's common stock pursuant to the exercise of outstanding stock options, warrants or other rights (excluding the Registrable Securities). Please describe the number, type and terms of the securities, the method of ownership, and whether the undersigned holds sole or shared voting and investment power. If "none", please so state.

6. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

7. Plan of Distribution:

The undersigned has reviewed the form of Plan of Distribution attached as Annex A to the Registration Rights Agreement, and hereby confirms that, except as set forth below, the information contained therein regarding the undersigned and its plan of distribution is correct and complete.

State any exceptions here:

****

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof and prior to the effective date of any applicable Registration Statement filed pursuant to the Registration Rights Agreement.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 7 and the inclusion of such information in each Registration Statement filed pursuant to the Registration Rights Agreement and each related Prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of any such Registration Statement and the related Prospectus.

By signing below, the undersigned acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act and the rules and regulations thereunder, particularly Regulation M. The undersigned also acknowledges that it understands that the answers to this Questionnaire are furnished for use in connection with Registration Statements filed pursuant to the Registration Rights Agreement and any amendments or supplements thereto filed with the SEC pursuant to the Securities Act.

By returning this Questionnaire, the undersigned will be deemed to be aware of the foregoing interpretation.

I confirm that, to the best of my knowledge and belief, the foregoing statements (including without limitation the answers to this Questionnaire) are correct.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated:

Beneficial Owner:

By: _____ Name:
Title:

Exhibit 99.1

7887 E. Belleview Ave.
Suite 500
Denver, CO 80111
(720)287-3093

Assure Holdings Announces Acquisition of NervePro

DENVER, January 6, 2023 (GLOBE NEWSWIRE) -- Assure Holdings Corp. (the "**Company**" or "**Assure**") (NASDAQ: IONM), a provider of intraoperative neuromonitoring ("**IONM**") and remote neurology services, is pleased to announce that on December 31, 2022, it completed the acquisition (the "**Acquisition**") of substantially all of the assets of Neuroprotect Neuromonitoring, LLC, and certain of its affiliated entities (collectively, "**NervePro**"), a Colorado-based IONM service provider owned by J. Paul Elliott, M.D. of theColorado Brain & Spine Institute ("**CBSI**"). Assure acquired specifically, accounts receivable for services after December 1, 2022, as well as NervePro's material contracts, business relationships and other tangible assets.

NervePro's operations are based in the Denver-metro area of Colorado. In 2022, NervePro performed approximately 750 IONM managed cases covered by commercial insurance payors and employed three technologists supporting five surgeons at seven facilities.

John A. Farlinger, Assure's executive chairman and CEO, said, "The Acquisition is consistent with our strategic plan to become a consolidator in the IONM industry, seeking targets with operations in states like Colorado where we have an existing presence in order to leverage our current employee footprint and revenue cycle management competency. "This Acquisition is expected to improve our financial position. Further, we intend to improve on NervePro's historic per procedure revenue in 2023 and beyond."

Farlinger continued, "We expect to continue to be opportunistic and active in this M&A environment. Assure is seeking to identify additional IONM assets that we believe we can make more valuable on our platform, leveraging our strength in revenue cycle management and other functional areas. We are pleased to provide the Assure shareholders with an opportunity to benefit from what we believe will be an accretive transaction."

Dr. J. Paul Elliott is the President and CEO of CBSI and a board-certified neurosurgeon specializing in cranial, spine, and peripheral nerve procedures. He is a graduate of Stanford University and Columbia University Vagelos College of Physicians and Surgeons.

Dr. Elliott commented, "We sought out Assure because we share a commitment to clinical excellence and delivering improved patient outcomes. I value Assure's emphasis on measurement, reporting and clinical quality improvement to meet the goals prioritized by the surgeons and hospitals with whom they work."

Pursuant to the acquisition, and as consideration for the acquired assets, Assure issued to NervePro 1,500,000 shares of common stock of the Company (the "**Common Shares**") at a deemed price of $0.26 per share based on closing price on December 30, 2022, and agreed to use its best efforts to register such Common Shares for resale with the Securities and Exchange Commission under the Securities Act of 1933, as amended, on or prior to January 31, 2023.

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Advisory Agreement with Roth Capital Partners

Assure has engaged Roth Capital Partners, LLC ("Roth") to act as a financial advisor in connection with the following matters:

- Analyzing the Company, its business, industry, competition, anticipated cash flow requirements and future operating prospects as they relate to the valuation of the Company;
- Reviewing the Company's capital requirements and potential sources of funds;
- Identifying and introducing Assure to potential investors and assist in communications and presentations by the Company to such potential investors; and

The Company agreed to pay Roth for its services by issuing to it a warrant to purchase 180,000 shares of the Company's common stock at a strike price per share of USD $1.40 for a term of five years.

About Assure Holdings

Assure Holdings Corp. is a best-in-class provider of outsourced intraoperative neuromonitoring and remote neurology services. The Company delivers a turnkey suite of clinical and operational services to support surgeons and medical facilities during invasive procedures that place the nervous system at risk including neurosurgery, spine, cardiovascular, orthopedic and ear, nose and throat surgeries. Assure employs highly trained technologists that provide a direct point of contact in the operating room. Physicians employed through Assure subsidiaries simultaneously monitor the functional integrity of patients' neural structures throughout the procedure communicating in real-time with the surgeon and technologist. Accredited by The Joint Commission, Assure's mission is to provide exceptional surgical care and a positive patient experience. For more information, visit the company's website at www.assureneuromonitoring.com.

Forward-Looking Statements

This news release contains "forward-looking statements" within the meaning of applicable securities laws, including, the Private Securities Litigation Reform Act of 1995. Such statements include comments with respect to, among other things, expectations with respect to the Company's growth and development, expectations about the impact on the Company of the acquisition of the NervePro assets, and the quality and results of future services. Forward-looking statements may generally be identified by the use of the words "anticipates," "expects," "intends," "plans," "should," "could," "would," "may," "will," "believes," "estimates," "potential," "target," or "continue" and variations or similar expressions. These statements are based upon the current expectations and beliefs of management and are subject to certain risks and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. These risks and uncertainties include, but are not limited to: the uncertainty surrounding the impact of COVID-19 on the Company's operations and business, its remote neurology business, and economic activity in general; and risks and uncertainties discussed in our most recent annual and quarterly reports filed with the United States Securities and Exchange Commission, including our annual report on Form 10-K filed on March 14, 2022, and available on the Company's EDGAR profile at www.sec.gov, which risks and uncertainties are incorporated herein by reference. Except as required by law, Assure does not intend, and undertakes no obligation, to update any forward-looking statements to reflect, in particular, new information or future events.

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Contact
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