

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Statcare Group, LLC		02/29/2012	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Immediate Clinic, LLC		
Street Address:	27101 Puerta Real, Suite 450		
City:	Mission Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92691		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85465247	DOCTORS EXPRESS URGENT CARE WHEN YOU NEED IT	
Registration Number:	3330244	DOCTORS EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(801)578-6999		
Phone:	(801) 328-3131		
Email:	tm-slc@stoel.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Catherine Parrish Lake		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	36360-3		
NAME OF SUBMITTER:	Catherine Parrish Lake		
Signature:	/Catherine Parrish Lake/		

OP \$65.00 85465247

Date:

03/06/2012

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment Of Trademark Rights Agreement (this "Agreement") is made and entered into as of January \_\_, 2012, between Statcare Group, LLC, a Maryland limited liability company with offices at 8600 LaSalle Road, Suite 326, Towson, Maryland 21286 ("Statcare") and Immediate Clinic, LLC, a Nevada limited liability company, with offices at 7332 Butherus, Hangar One, Scottsdale, Arizona 85260 ("IC").

WHEREAS, Statcare is the owner of the trademarks DOCTORS EXPRESS and DOCTORS EXPRESS URGENT CARE WHEN YOU NEED IT (and Design), including Registration No. 3,330,244 and Serial No. 85/465,247 (the "Trademarks") and the format and system related to businesses that manage, support and operate urgent care centers that provide various health care services (the "System");

WHEREAS, Doctors Express Franchising, LLC ("DEF"), an affiliate of Statcare, has entered into an Asset Purchase Agreement with DRX Urgent Care, LLC ("DRX") dated January \_\_, 2012 (the "Purchase Agreement"), under which DRX agreed to purchase certain assets from DEF, including the assets related to a franchise system that uses the Trademarks and to have all right, title and interest in the Assigned Property (as defined below) assigned from Statcare to IC, the parent company of DRX; and

WHEREAS, IC is desirous of acquiring from Statcare the entire worldwide right, title and interest in and to the Assigned Property.

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

1. Statcare hereby sells, assigns, conveys and transfers to IC, the entire worldwide right, title, and interest in and to the Trademarks, all related common law rights and domain names, and the goodwill pertaining to all of the foregoing and the System together with all claims, demands and causes of action for the past infringement of any or all of the foregoing or for unfair competition in business in connection therewith ("Assigned Property"), the same to be held and enjoyed by IC, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Statcare had this Assignment not been made.

2. Statcare warrants, covenants and represents that:

- a. Statcare is the owner of the Assigned Property free and clear of all mortgages, pledges, liens (statutory or otherwise), encumbrances, charges, security interests or other encumbrance (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device);
- b. Statcare has the full right to convey the entire interest hereby assigned;

- c. Statcare has not and will not assign or otherwise transfer any of the rights hereby assigned to any third party;
- d. Statcare has not received notice of any claims made contesting the validity, enforceability, use, or ownership of any Assigned Property or any claims asserting that the Assigned Property infringes, misappropriates or otherwise conflicts with the intellectual property rights of any third party, and, to Statcare's knowledge, there is no basis for any such claim;
- e. all employees and independent contractors of Statcare have executed confidentiality and assignment agreements that are designed to protect the confidentiality of all confidential information related to the Assigned Property and to assign to Statcare or to IC all right, title and interest in and to all Assigned Property and all copyrightable work related thereto developed by such employee or independent contractor;
- f. Statcare does not own or have registered in its name any other existing registrations or pending applications that are similar to the Trademarks anywhere in the world;
- g. to Statcare's knowledge, the Assigned Property is valid and enforceable and none of the Assigned Property has been misused;
- h. other than Doctor's Express Care facilities in Chichester and Havertown, Pennsylvania, to Statcare's knowledge, no third party has infringed, misappropriated or otherwise taken any action that conflicts with any of the Assigned Property; and
- i. Statcare has taken all necessary and desirable action to maintain and protect the Assigned Property and will continue to maintain and protect all of the Assigned Property prior to the closing as provided in the Purchase Agreement so as not to adversely affect the validity or enforceability thereof.

3. Statcare represents and warrants that (a) the transactions contemplated by this Agreement and the Purchase Agreement will not have an adverse effect on IC's right, title or interest in and to the Assigned Property and all Assigned Property shall be owned or available for use by IC on identical terms and conditions immediately after the closing of the Purchase Agreement, and (b) the License Agreement between Statcare Group, LLC and Doctors Express Franchising, LLC has terminated.

4. Statcare will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Assigned Property in IC. Statcare hereby authorizes IC to request that the applicable governmental entity record IC as the owner of the Assigned Property with all applicable governmental authorities.

5. Statcare shall indemnify IC and its affiliates, members, officers, managers, employees, agents, representatives, successors and permitted assigns (collectively, the "Indemnified Parties") and save and hold each of them harmless against and pay on behalf of or reimburse such Indemnified Parties as and when incurred for any and all actions, causes of action, suits, claims, losses, liabilities, damages, costs, diminutions in value, fees, penalties, judgments, settlements and expenses of any kind or nature (including attorneys' fees and expenses incurred in the investigation or defense of any of the same or in asserting, preserving or enforcing any of the rights hereunder and irrespective of whether any of the foregoing Losses involve a third party claim) (collectively, "Losses") which any such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of: (a) any breach of any representation or warranty of Statcare under this Agreement; or (b) any nonfulfillment or breach of any covenant, agreement or other provision by Statcare under this Agreement; or (c) any claim or allegation that the Assigned Property, or any portion thereof, infringes or otherwise violates any third party intellectual property rights.

6. This Agreement embodies the entire agreement and understanding of the parties hereto in relation to the subject matter hereof and supersedes any and all prior understandings and agreements, whether written or oral, in regard to such matters. Any amendment or modification to this Agreement shall only be by written agreement executed by all the parties hereto.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

8. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in connection with that action or proceeding, and in any petition for appeal or appeals therefrom, in addition to any other relief to which it or they may be entitled.

9. No party shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by the party, or the party's authorized representative. No delay or omission on the part of any party in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a breach of a provision of this Agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict subsequent compliance with that provision or any other provision.

10. All representations, warranties, covenants, indemnities and agreements between the parties contained in this Agreement shall survive the consummation of the transactions contemplated hereby.

11. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

12. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.


13. This Agreement shall be interpreted under and enforced in accordance with the laws of the State of Nevada, exclusive of its conflict-of-laws rules. The parties submit to and agree that any and all disputes between or involving the parties hereto may be pursued in any court of competent jurisdiction in the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

STATCARE GROUP, LLC

IMMEDIATE CLINIC, LLC

\_\_\_\_\_  
Print Name:  
Title:

  
\_\_\_\_\_  
Print Name: John Shufeldt  
Title: Chief Executive Officer

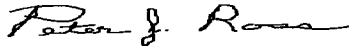
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STATCARE GROUP, LLC

IMMEDIATE CLINIC, LLC



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Print Name: Peter J. Ross  
Title: Member

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Print Name:  
Title: