

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/28/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Immediate Clinic, LLC		06/27/2012
			LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Immediate Clinic Healthcare, Inc.		
Street Address:	27101 Puerta Real, Suite 450		
City:	Mission Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92691		
Entity Type:	CORPORATION: 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:	8015786999		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(801) 328-3131		
Email:	tm-slc@stoel.com		
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:	36360-1		
NAME OF SUBMITTER:	Catherine Parrish Lake		

OP \$65.00 85465247

TRADEMARK

Signature:	/Catherine Parrish Lake/
Date:	07/11/2012
Total Attachments: 4 source=Merger Agreement for IC into ICH (final)#page1.tif source=Merger Agreement for IC into ICH (final)#page2.tif source=Merger Agreement for IC into ICH (final)#page3.tif source=Merger Agreement for IC into ICH (final)#page4.tif	

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of June 27, 2012 by and among Immediate Clinic, LLC, an Nevada limited liability company ("IC") and Immediate Clinic Healthcare, Inc., a Nevada corporation ("ICH," and together with IC, the "Companies").

RECITALS

WHEREAS, all of the members of Immediate Clinic, LLC and stockholders of Immediate Clinic Healthcare, Inc. have approved this Agreement providing for the merger of IC with and into ICH (the "Merger"), with ICH continuing as the surviving entity, in accordance with Chapter 78 and Chapter 92 of the Nevada Revised Statutes (the "NRS").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for the benefits to accrue to the parties hereto, it is hereby agreed that, in accordance with the NRS, IC shall be merged with and into ICH, and ICH shall be the entity surviving the Merger, and that the terms and conditions of the Merger, the mode of carrying the same into effect and the effect of the Merger on the outstanding membership and stockholder interests of the Companies shall be as hereinafter set forth.

I. MERGER

1.1 Effective Time. In accordance with the NRS, the Merger shall become effective at the time specified in the Articles of Merger to be filed with the Office of the Secretary of State of the State of Nevada (the "Effective Time").

1.2 Merger. At the Effective Time, the following shall occur:

(a) IC shall be merged with and into ICH, and the separate existence of IC shall cease.

(b) ICH shall be the only surviving entity and shall continue its existence as a Nevada corporation in accordance with the laws of the State of Nevada.

(d) The Merger will result in Amended and Restated Articles of Incorporation of ICH.

(e) All of the assets and liabilities of IC (collectively, the "Assets and Liabilities") shall become assets and liabilities of ICH.

1.3 Articles of Incorporation. The Articles of Incorporation of ICH as existing and constituted immediately prior to the Effective Time, shall be amended and restated at the Effective Time to be substantially the same as the Articles attached hereto as Exhibit A in accordance with the NRS.

1.4 By-Laws. The By-Laws, as existing and constituted immediately prior to the Effective Time (the "By-Laws"), shall be amended and restated at the Effective Time, to be substantially the same as the Bylaws attached hereto as Exhibit B in accordance with the applicable law.

1.5 Directors and Officers. From and after the Effective Time, until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified in accordance with applicable law, (a) the directors of IC at the Effective Time shall be the directors of ICH and (b) the officers of IC at the Effective Time shall be the officers of ICH.

II. EFFECT ON OUTSTANDING SHARES OF CAPITAL STOCK OF THE COMPANIES

2.1 Effect on Outstanding Shares. As of the Effective Time, by virtue of the Merger and without any further action, the following shall occur:

(a) all outstanding Series A Units (as defined in the IC Operating Agreement) of IC shall be converted into one (1) unit of fully paid and nonassessable share of ICH common stock and no Series A Units issued and outstanding immediately prior to the Effective Date shall be deemed to be outstanding or have any rights after the Effective Time; and

(b) All outstanding Series B Units (as defined in the IC Operating Agreement) of IC shall be converted into one (1) unit of fully paid and nonassessable share of Series A Preferred Stock (as defined in the Amended and Restated Articles attached hereto as Exhibit A) and no Series B Units issued and outstanding immediately prior to the Effective Date shall be deemed to be outstanding or have any rights after the Effective Time

(b) all shares of ICH common stock issued and outstanding immediately prior to the Effective Date shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

2.2 Organizational Structure Following Merger. Upon completion of the Merger, all of IC's outstanding membership interests shall no longer be outstanding and shall automatically be canceled and retired and cease to exist, and each holder of a certificate ("Certificate") representing any such membership interest shall cease to have any rights with respect thereto, except the right to receive the Merger consideration in accordance with this agreement.

III. GENERAL PROVISIONS

3.1 Approval. This Agreement has been adopted and approved by 100% of the members of IC (including the Minority Member and the Majority Member (as each is defined in the IC Operating Agreement) and 100% of the stockholders of ICH, each in accordance with the governing documents of each of the Companies and to the extent required by the NRS.

3.2 Further Action. If at any time any of the Companies shall consider or be advised that any further action is necessary or desirable to carry out the provisions hereof and to vest the Corporation with full right, title, and interest in and to all assets, property, rights, privileges, powers, and franchises of any of the Companies, the officers and directors of the Companies, as applicable, are fully authorized in the name of their respective entity or otherwise to take, and shall take, all such lawful and necessary action.

3.3 Accounting Records. As of the Effective Time, the Assets and Liabilities shall be recorded in the accounting records of IC at the amounts at which they shall be carried at that time in the accounting records of ICH, as the case may be, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles.

3.4 Issuance of Ownership Interests. Between the date of this Agreement and the Effective Time, none of the Companies shall issue or cause to be issued any additional membership interests or shares.

3.5 Governing Law. This Agreement shall be governed by the laws of the State of Nevada (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.


3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument, and shall become binding on the parties hereto when one or more counterparts have been signed by each of the parties and delivered to the other party. Counterparts and signature pages transmitted by facsimile shall be valid as originals.

[Signature Page Follows]

IN WITNESS WHEREOF, each of ICH and IC has caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

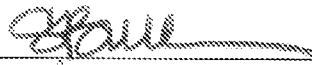
IMMEDIATE CLINIC HEALTHCARE, INC.

By: The Ensign Group, Inc.
Its: Sole Stockholder


By: 
Name: Chad Keetch
Its: Assistant Secretary

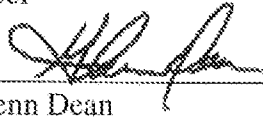
IMMEDIATE CLINIC, LLC

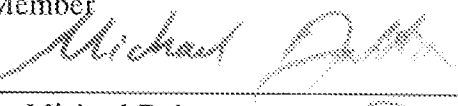
By: Bandera Healthcare, Inc.
Its: Majority member

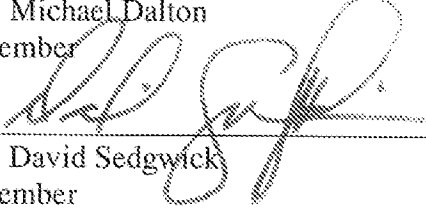
By: 
Name: Soon Burnam
Its: Treasurer

By: JGM Investments, LLC.
Its: Minority member

By: 
Name: John Shufeldt
Its: Member

By: 
Name: Glenn Dean
Its: Member

By: 
Name: Michael Dalton
Its: Member

By: 
Name: David Sedgwick
Its: Member