

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/28/2012		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Immediate Clinic, LLC		06/27/2012	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
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		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85409752	IMMEDIATE CLINIC	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-681-3331		
Email:	trademarks@ethertonlaw.com		
Correspondent Name:	Sandra L Etherton, Etherton Law Grp, LLC		
Address Line 1:	2010 E University Drive, Suite 25		
Address Line 4:	Tempe, ARIZONA 85281		
ATTORNEY DOCKET NUMBER:	716-001		
NAME OF SUBMITTER:	Sandra L Etherton		

OP \$40.00 85409752

Signature:	/sle36982/
Date:	10/19/2012
<b>Total Attachments: 10</b> source=Articles of Merger Filed#page1.tif source=Articles of Merger Filed#page2.tif source=Articles of Merger Filed#page3.tif source=Articles of Merger Filed#page4.tif source=Articles of Merger Filed#page5.tif source=Articles of Merger Filed#page6.tif 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	





ROSS MILLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4520  
(775) 684-5708  
Website: www.nvsos.gov

**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 2**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: \_\_\_\_\_  
c/o: \_\_\_\_\_

3) Choose one:

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

\_\_\_\_\_  
Name of merging entity, if applicable  
\_\_\_\_\_  
Name of merging entity, if applicable  
\_\_\_\_\_  
Name of merging entity, if applicable  
\_\_\_\_\_  
Name of merging entity, if applicable  
and, or;  
\_\_\_\_\_  
Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.



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**Page 3**

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(b) The plan was approved by the required consent of the owners of \*:

Immediate Clinic, LLC
Name of merging entity, if applicable
Name of merging entity, if applicable
Name of merging entity, if applicable
Name of merging entity, if applicable

and, or:

Immediate Clinic Healthcare, Inc.
Name of surviving entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.



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**Page 4**

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 4  
Revised: 8-31-11

**TRADEMARK**  
**REEL: 004884 FRAME: 0681**



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## Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 5

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**5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)\*:**

Amended and Restated Articles attached and have been submitted for filing pursuant to NRS.

**6) Location of Plan of Merger (check a or b):**

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

**7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)**

Date: June 28, 2012

Time: 5:00PM PST

\* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.



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**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 6**

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)\*


If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

Immediate Clinic, LLC  
Name of merging entity  
**X**   
Signature Title Date  
Secretary 06/27/2012

Name of merging entity  
**X**  
Signature Title Date

Name of merging entity  
**X**  
Signature Title Date

Name of merging entity  
**X**  
Signature Title Date

and,  
Immediate Clinic Healthcare, Inc.  
Name of surviving entity  
**X**   
Signature Title Date  
Secretary 06/27/2012

\* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.



## 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.

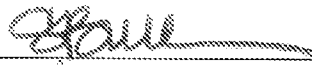
IMMEDIATE CLINIC HEALTHCARE, INC.

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


By:   
Name: Chad Keetch  
Its: Assistant Secretary

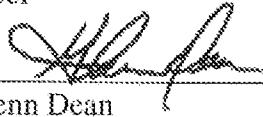
IMMEDIATE CLINIC, LLC

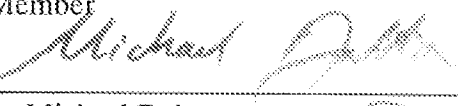
By: Bandera Healthcare, Inc.  
Its: Majority member

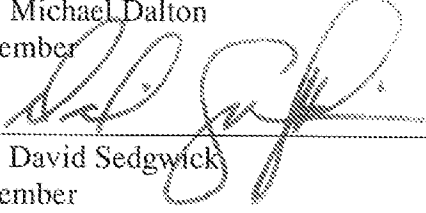
By:   
Name: Soon Burnam  
Its: Treasurer

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