

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
Immediate Clinic Healthcare, Inc.	FORMERLY Immediate Clinic, LLC	04/15/2013	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	AFC Franchising, LLC		
Street Address:	2147 Riverchase Office Road		
City:	Hoover		
State/Country:	ALABAMA		
Postal Code:	35244		
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4266819	DOCTORS EXPRESS URGENT CARE WHEN YOU NEED	
CORRESPONDENCE DATA			
Fax Number:	2059791151		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2059794490		
Email:	hastypc2090@charter.net		
Correspondent Name:	William D Hasty Jr		
Address Line 1:	2090 Columbiana Road Ste 2000		
Address Line 4:	Birmingham, ALABAMA 35216		
ATTORNEY DOCKET NUMBER:	AFC FRANCHISING		
NAME OF SUBMITTER:	William D. Hasty, Jr.		
Signature:	/William D. Hasty, Jr./		

Date:

04/17/2013

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made and entered into as of April 15, 2013, between Immediate Clinic Healthcare, Inc., a Nevada corporation, with offices at 27101 Puerta Real, Suite 450, Mission Viejo, California 92691 ("ICH"), successor in interest to Immediate Clinic, LLC, a Nevada limited liability company, and AFC Franchising, LLC, an Alabama limited liability company, with offices at 2147 Riverchase Office Road, Hoover, AL 35244-1836 ("AFC").

WHEREAS, ICH 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 4,266,819, respectively (the "Trademarks");

WHEREAS, DRX Urgent Care, LLC ("DRX"), and its Parent, ICH, have entered into an Asset Purchase Agreement with AFC dated as of, March 20, 2013 (the "Purchase Agreement"), under which AFC agreed to purchase certain assets from DRX and ICH, including the franchise system that uses the Trademarks and to have all right, title and interest in the Assigned Property (as defined below) assigned from DRX and ICH to AFC; and

WHEREAS, AFC is desirous of acquiring from ICH 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. ICH hereby sells, assigns, conveys and transfers to AFC, 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 ("Assigned Property"), the same to be held and enjoyed by AFC, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by ICH had this Assignment not been made.

2. ICH warrants, covenants and represents that:

- a. ICH 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. ICH has the full right to convey the entire interest hereby assigned;
- c. ICH has not and will not assign or otherwise transfer any of the rights hereby assigned to any third party;

- d. ICH 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 ICH's knowledge, there is no basis for any such claim;
- e. all employees and independent contractors of ICH 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 ICH or to AFC 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. ICH 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, except the service mark application for "IMMEDIATE CLINIC" (and Design), filed on August 29, 2011, at Serial Number 85,409,752, with the USPTO.
- g. to ICH'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 ICH's knowledge, no third party has infringed, misappropriated or otherwise taken any action that conflicts with any of the Assigned Property; and
- i. ICH 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. ICH represents and warrants that the transactions contemplated by this Agreement and the Purchase Agreement will not have an adverse effect on AFC's right, title or interest in and to the Assigned Property and all Assigned Property shall be owned or available for use by AFC on identical terms and conditions immediately after the closing of the Purchase Agreement.

4. ICH 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 AFC. ICH hereby authorizes AFC to request that the applicable governmental entity record AFC as the owner of the Assigned Property with all applicable governmental authorities.

5. ICH shall indemnify AFC 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 ICH under this Agreement; or (b) any nonfulfillment or breach of any covenant, agreement or other provision by ICH 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.

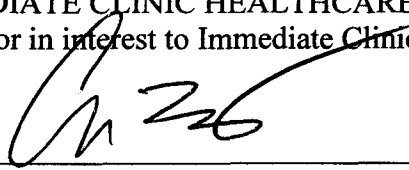
10. All representations, warranties, covenants, indemnities and agreements between the parties contained in this Agreement shall survive the consummation of the transactions contemplated hereby.

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.

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.

IMMEDIATE CLINIC HEALTHCARE, INC.
successor in interest to Immediate Clinic, LLC

By: 
As Its: CHAD A. WERTH, SECRETARY

AFC FRANCHISING, LLC


By: _____
As Its: _____

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.

IMMEDIATE CLINIC HEALTHCARE, INC.
successor in interest to Immediate Clinic, LLC

By: _____
As Its: _____

AFC FRANCHISING, LLC

By:  _____
As Its: PRESIDENT

Attachment A



DOCTORS EXPRESS