

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
PrimaMed Physicians Association		08/01/2013	Professional Association: TEXAS
RECEIVING PARTY DATA			
Name:	PrimaMed Management, LP		
Street Address:	11910 Greenville Ave., Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75243		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77199716	PRIMAMED TRAINING INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-291-2392		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Sarah J. Taylor, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	074077-0009		
NAME OF SUBMITTER:	Sarah J. Taylor		
Signature:	/Sarah J. Taylor/		

900263478

TRADEMARK
 REEL: 005090 FRAME: 0733

OP \$40.00 77199716

Date:

08/13/2013

Total Attachments: 3

source=2PrimaMed-NextCare Trademark Assignment#page1.tif

source=2PrimaMed-NextCare Trademark Assignment#page2.tif

source=2PrimaMed-NextCare Trademark Assignment#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, PrimaMed Physicians Association, a Texas professional association ("Assignor"), has adopted and used in its business and is the sole and exclusive owner of certain trademarks, including without limitation, any and all trademarks used in connection with its business of delivery and management of urgent care, walk-in care, occupational medicine, immediate care, and similar medical clinic services, including common law trademarks and each of the trademarks (as applicable) listed in Section 3.23(a) of the Disclosure Schedule to that certain Asset Purchase Agreement, dated as of August 1, 2013, by and among Assignor, NextCare Texas LLC, a Delaware limited liability company ("NextCare"), PrimaMed Management - GP, LLC, a Texas limited liability company, PrimaMed Management, LP, a Texas limited partnership ("Assignee"), Don Dillahunty, D.O., a Texas resident, individually and as Seller Representative, David Lee, M.D., a Texas resident, Jose Pilatovsky, M.D., a Texas resident, and Todd Thacker, D.O., a Texas resident, (the "Agreement"), and incorporated herein by reference (all of such trademarks, including common law trademarks, registrations and applications for registration are herein referred to as the "Trademarks") ;

WHEREAS, Assignor has agreed to assign all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, to NextCare; and

WHEREAS, Assignee, having a place of business at, 11910 Greenville Ave., Suite 500, Dallas, Texas 75243, desires to acquire the entire right, title and interest in and to the trademark reflected in the Exhibit attached hereto (such trademark, including common law rights and registration herein referred to as the "Assigned Trademark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to the Assignee and its successors and assigns, all of the right, title and interest in and to the Assigned Trademark, including, without limitation, the common law rights and registration, together with the goodwill and the portion of the ongoing business associated with or symbolized by the Assigned Trademark, all rights of action resulting from prior infringement or other unauthorized use of the Assigned Trademark, and all rights as a party in any opposition or similar proceeding.

Assignor agrees (a) not to use or apply to register any domain name, trademark or service mark which is the same as or confusingly similar to the Assigned Trademark anywhere in world; (b) not to challenge Assignee's use, registration and further application of the Assigned Trademark; and (c) to timely execute all necessary documents to give effect to this Trademark Assignment Agreement.

This Trademark Assignment Agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns. This Trademark Assignment Agreement may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Trademark Assignment Agreement as of this 15th day of August, 2013.

PRIMAMED PHYSICIANS ASSOCIATION

By: [Signature]
Name: Den Dillashanty, D.O.
Title: President

STATE OF TX
COUNTY OF DALLAS

On this ___ day of _____, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared DEN DILLASHANTY, known by me to be the person above named and an officer of PrimaMed Physicians Association who is duly authorized to execute this Trademark Assignment Agreement on behalf of PrimaMed Physicians Association, and who signed and executed the foregoing instrument on behalf of PrimaMed Physicians Association.

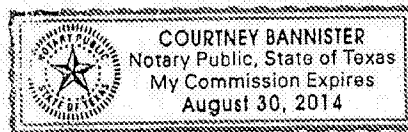
Notary Public: Courtney Bannister
My Commission Expires: 8-30-2014

Agreed to and Accepted by:

PRIMAMED MANAGEMENT, LP

By: PrimaMed Management - GP, LLC
Its: General Partner

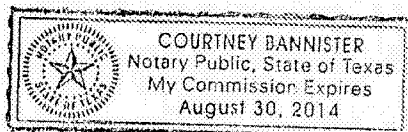
By: [Signature]
Name: Jose Pilatovsky, M.D.
Title: Manager



STATE OF TX
COUNTY OF DALLAS

On this ___ day of _____, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared JOSE PILATOVSKY, known by me to be the person above named and a manager of the general partner of PrimaMed Management, LP who is duly authorized to execute this Trademark Assignment Agreement on behalf of PrimaMed Management, LP, and who signed and executed the foregoing instrument on behalf of PrimaMed Management, LP.

Notary Public: Courtney Bannister
My Commission Expires: 8-30-2014



Exhibit

Trademark

Mark	Registration No.	Serial No.	Country
PRIMAMED TRAINING INSTITUTE	3623582	77199716	United States