

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:	NextCare Texas LLC
Street Address:	1138 N. Alma School Rd., Suite 120
City:	Mesa
State/Country:	ARIZONA
Postal Code:	85201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85500708	PRIMA BEAR
Serial Number:	78637501	PRIMACARE MEDICAL CENTERS
Serial Number:	78637492	PRIMACARE
Serial Number:	77457553	HEALTHCARE FOR THE WAY WE LIVE AND WORK
Serial Number:	77457381	WHERE YOU NEED US, WHEN YOU NEED US
Serial Number:	85227581	PRIMAMED
Serial Number:	77913924	PRIMAMED URGENT CARE
Serial Number:	77866069	PRIMACAREXPRESS
Serial Number:	77865927	PRIMACARE EXPRESS

CORRESPONDENCE DATA

Fax Number: 2063599000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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/
Date:	08/13/2013

Total Attachments: 4
source=PrimaMed PA-PrimaMed LP Trademark Assignment#page1.tif
source=PrimaMed PA-PrimaMed LP Trademark Assignment#page2.tif
source=PrimaMed PA-PrimaMed LP Trademark Assignment#page3.tif
source=PrimaMed PA-PrimaMed LP Trademark Assignment#page4.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, (“Assignee”), PrimaMed Management - GP, LLC, a Texas limited liability company, PrimaMed Management, LP, a Texas limited partnership, Don Dillahunt, 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 which are listed in the Exhibit attached hereto (all of such trademarks, including common law trademarks, registrations and applications for registration are herein referred to as the “Trademarks”); and

WHEREAS, Assignee, having a place of business at, 1138 N. Alma School Rd., Suite 120, Mesa, Arizona 85201, desires to acquire the entire right, title and interest in and to each of the Trademarks.

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 Trademarks, including without limitation, the common law rights, applications and registrations, together with the goodwill and the portion of the ongoing business associated with or symbolized by the Trademarks, all rights of action resulting from prior infringement or other unauthorized use of the Trademarks, 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 Trademarks anywhere in world; (b) not to challenge Assignee’s use, registration and further application of the Trademarks; 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 1st day of August, 2013.

PRIMAMED PHYSICIANS ASSOCIATION

By: [Signature]
Name: Don Dillahunty, D.O.
Title: President

STATE OF TX
COUNTY OF DALLAS

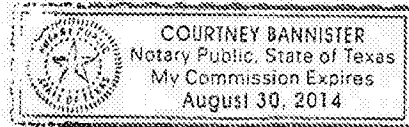
On this ___ day of _____, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared DON DILLAHUNTY, known by me to be the person above named and an officer of PrimaMed Physicians Association who is duly authorized to execute this Trademark Assignment Agreement on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

Notary Public: [Signature]
My Commission Expires: 8.30.2014

Agreed to and Accepted by:

NEXTCARE TEXAS LLC

By: _____
Name: _____
Title: _____



STATE OF _____
COUNTY OF _____

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

Notary Public: _____
My Commission Expires: _____

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

PRIMAMED PHYSICIANS ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared _____, 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: _____
My Commission Expires: _____

Agreed to and Accepted by:

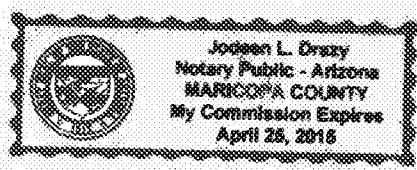
NEXTCARE TEXAS LLC

By: [Signature]
Name: John M. Julian
Title: President & CEO

STATE OF Arizona
COUNTY OF Maricopa

On this 31 day of July, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared John M. Julian, known by me to be the person above named and an officer of NextCare Texas LLC who is duly authorized to execute this Trademark Assignment Agreement on behalf of NextCare Texas LLC, and who signed and executed the foregoing instrument on behalf of NextCare Texas LLC.

Notary Public: [Signature]
My Commission Expires: 7.25.2015



Exhibit

Trademarks

Mark	Registration No.	Serial No.	Country
PRIMA BEAR	4179430	85500708	United States
PRIMACARE MEDICAL CENTERS	3348115	78637501	United States
PRIMACARE	3235953	78637492	United States
HEALTHCARE FOR THE WAY WE LIVE AND WORK TODAY	3632794	77457553	United States
WHERE YOU NEED US, WHEN YOU NEED US	3632792	77457381	United States
PRIMAMED		85227581	United States
PRIMAMED URGENT CARE		77913924	United States
PRIMACAREEXPRESS		77866069	United States
PRIMACARE EXPRESS		77865927	United States