

## 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
Martha A. Schuh, M.D., P.C.		01/21/2014	Professional Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	CRH GA Management, LLC		
Street Address:	75 14th Street		
Internal Address:	Suite 2700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3977218	GET IN. GET OUT. GET BETTER!	
CORRESPONDENCE DATA			
Fax Number:	6157420410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer and Martha B. Allard		
Address Line 1:	150 3rd Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	119998-100		
NAME OF SUBMITTER:	Martha B. Allard		

Signature:	/Martha B. Allard/
Date:	02/24/2014
Total Attachments: 5 source=Get in Get Out TM Assignment#page1.tif source=Get in Get Out TM Assignment#page2.tif source=Get in Get Out TM Assignment#page3.tif source=Get in Get Out TM Assignment#page4.tif source=Get in Get Out TM Assignment#page5.tif	

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is effective as of this 21st day of January, 2014 ("Effective Date"), by and among Martha A. Schuh, M.D., P.C., a Georgia professional corporation ("Assignor"), and CRH GA Management, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, of even date herewith, by and among Assignee, Assignor and Martha A. Schuh, M.D. ("Owner") (the "APA"), pursuant to which Assignor and Owner sells, and Assignee buys, certain assets used and/or owned by Assignor; and

WHEREAS, Assignor owns all right, title, and interest to a certain trademark, U.S. federal registration for which is set forth in SCHEDULE A (collectively, the "Trademark").

WHEREAS, the Parties desire to enter into this Assignment for the purposes of assigning all of Assignor's rights, title and interests in the Trademark and all goodwill related to or symbolized by such Trademark from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all of Assignor's rights, title, and interests in and to the Trademark, throughout the world, together with the goodwill of the business symbolized by the Trademark, including without limitation, any extensions and renewals of the Trademark, any and all causes of action and other rights assertable under the Trademark, the right to sue third parties for past, present or future infringement of or improper activities regarding the Trademark, the right to assume any licenses connected with the Trademark, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver without further consideration all such further assignments, conveyances and assurances and take or cause to be taken such actions or assistance as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment, including without limitation as necessary for Assignee to evidence, maintain and enforce this Assignment in any jurisdiction throughout the world. Without limiting the foregoing, Assignor further covenants that Assignee will, upon request, be provided promptly with all pertinent facts, instruments, documents and specimens relating to the Trademark then in Assignor's possession and all legal equivalents as may be known or reasonably accessible to Assignor. If Assignee is unable for any

reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. Assignor acknowledges that, subsequent to the date hereof, Assignor, Owner, and its affiliates shall not claim to possess any right, title or interest in and to such Trademark, except pursuant to an express license from Assignee. Assignor shall immediately cease and cause each of its affiliates and Owner to cease use of the Trademark except as may be permitted pursuant to an express license from Assignee and shall take no actions jeopardizing the existence or enforceability of the Trademark or Assignee's rights therein. Assignor and Owner and its affiliates will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Trademark or so similar thereto as to be likely to result in confusion with any of the Trademark or to suggest some association between Assignor or Owner and Assignee or sponsorship and/or endorsement of Assignor or Owner by Assignee.

4. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void to any extent, such term, provision, covenant or condition shall be deemed amended to the minimum extent necessary to be enforceable and in a manner that will preserve, as far as possible, the intentions expressed in this Assignment, and the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

5. This Assignment constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

6. This Assignment is absolute, exclusive and irrevocable.

7. In the event of any dispute under this Assignment, this Assignment will be construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflict of law principles

8. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representative effective as of the date first set forth above.

Assignor: Martha A. Schuh, M.D., P.C.

By: 

Name: Martha A. Schuh, M.D.

Title: President

Assignee: CRH GA Management, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_


[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representative effective as of the date first set forth above.

**Assignor: Martha A. Schuh, M.D., P.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Assignee: CRH GA Management, LLC**

By:   
Name: Andrea Malik Roe  
Title: VP

[Signature Page to Trademark Assignment]

**Schedule A**

**Trademark**

<b>Trademark</b>	<b>Serial No. or Reg. No.</b>	<b>Filing Date/ Reg. Date</b>	<b>Date of First Use</b>	<b>Status</b>
GET IN. GET OUT. GET BETTER!	85/153,107	10/14/2010	05/01/2006	Registered
	3,977,218	06/14/2011		

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