

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311164

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alliance Medical, Inc.		02/18/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bound Tree Medical, LLC		
<b>Street Address:</b>	50000 Tuttle Crossing Blvd.		
<b>City:</b>	Dublin		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43016		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75019913	ALLMED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166960740		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	216-861-7864		
<b>Email:</b>	clevelandip@bakerlaw.com		
<b>Correspondent Name:</b>	Deborah A. Wilcox, Baker & Hostetler LLP		
<b>Address Line 1:</b>	1900 East 9th Street		
<b>Address Line 2:</b>	Suite 3200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Deborah A. Wilcox		
<b>SIGNATURE:</b>	/daw/		
<b>DATE SIGNED:</b>	07/18/2014		
<b>Total Attachments: 3</b>			
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source=ALLMED - Trademark Assignment (2014-2-17)#page2.tif			
source=ALLMED - Trademark Assignment (2014-2-17)#page3.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), effective as of this 18<sup>th</sup> day of February 2014, is made from Alliance Medical, Inc. a Delaware corporation (the "Assignor") to Bound Tree Medical, LLC, an Ohio limited liability company (the "Assignee").

WHEREAS, Assignor has agreed to assign to Assignee all rights, title and interest (including the goodwill associated therewith) in and to the Trademarks identified by the U.S. Patent and Trademark Office as Serial No. 75019913 (hereinafter, the "Mark"), which is described in more detail in Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor has and hereby does assign to Assignee all of Assignor's right, title and interest in and to the Mark, including any registrations and the goodwill of the business symbolized thereby.
2. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Mark and all proceeds of the Mark, including, without limitation, any and all causes of action for infringement or unauthorized use thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full term or terms for which the rights associated with the Mark may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.
3. The Assignor hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and/or deliver all such further documents, materials, information, assistance, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Mark and/or the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Mark and/or the Assets as assigned, transferred and conveyed to Assignees pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.
4. Assignee agrees to reimburse Assignor for any and all costs associated with the assignment the Marks to Assignee, including attorney fees and filing costs.
5. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.
6. This Assignment constitutes and shall be deemed a contract made under the laws of the State of Ohio for any and all purposes, and shall be interpreted and enforced in accordance with

such laws, without regard to its conflicts of laws jurisprudence. Assignor and Assignee irrevocably agree that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf.

Alliance Medical, Inc.

By: 

Print: Mark J. Dougherty

Title: CFO and Secretary

Date: 7/18/2014

ACKNOWLEDGED:

Bound Tree Medical, LLC

By: 

Print: Mark J. Dougherty

Title: Treasurer and Secretary

Date: 7/8/2014

## **SCHEDULE A**

Word Mark: ALLMED

Serial Number: 75019913

Filing Date: October 31, 1995

Registration Number: 2008521

Registration Date: October 15, 1996

Goods and Services: disposable bed sheets and pillow cases, pants, coveralls, shirts, jackets, shorts and rain gear for use as uniforms by medical and emergency response personnel