

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326353

<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>
InPhyNet Contracting Services, Inc.		12/15/2014	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. HealthWorks of Georgia, Inc.		
<b>Street Address:</b>	25124 Springfield Court, Suite 200		
<b>City:</b>	Valencia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91355		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3075032	ACE ACUTE CARE EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3103124224		
<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>	(310) 312-4000		
<b>Email:</b>	patrademarks@manatt.com		
<b>Correspondent Name:</b>	Jessica J. Slusser, Esq.		
<b>Address Line 1:</b>	Manatt, Phelps & Phillips, LLP		
<b>Address Line 2:</b>	11355 W. Olympic Blvd.		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>ATTORNEY DOCKET NUMBER:</b>	23708-057*3131 RECORDAL		
<b>NAME OF SUBMITTER:</b>	Patricia Picou Green, Sr. Paralegal		
<b>SIGNATURE:</b>	/Patricia Picou Green/		
<b>DATE SIGNED:</b>	12/16/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is entered into this 15th day of December, 2014 (the “**Effective Date**”) by and between InPhyNet Contacting Services, Inc., a corporation duly organized and existing under the laws of the State of Florida and having its business offices at 265 Brookview Centre Way, Suite 400, Knoxville, Tennessee 37919 (“**Assignor**”) and U.S. HealthWorks of Georgia, Inc., a corporation duly organized and existing under the laws of the State of Georgia and having its business offices at 25124 Springfield Court, Suite 200 VALENCIA, CA 91355 (“**Assignee**”).

A. WHEREAS, Assignor is the sole and exclusive owner of the United States service marks set forth on Schedule A (the “**Service Marks**”) attached hereto and made part of this Assignment and the goodwill of the business symbolized thereby, which have been registered with the United States Patent and Trademark Office;

B. WHEREAS Assignor, InPhyNet Primary Care Physician Southeast PC – Acute Care Express, (“**ACE**”) Assignee, and U.S. HealthWorks Medical Group of Georgia, P.C. (“**USHWMG**”), a medical group receiving certain management services from Assignee, are on even date hereof entering into an Asset Purchase Agreement (the “**APA**”) pursuant to which Assignee and USHWMG are purchasing certain assets of Assignee and ACE, including the Service Marks;

C. WHEREAS pursuant to the terms of the APA, Assignee is acquiring all of Assignor’s right, title and interest, in and to the Service Marks together with all the goodwill of the business symbolized thereby, and Assignor is assigning all such right, title and interest in and to the Service Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer, set over, remise and release forever to Assignee, Assignor’s entire right, title and interest in and to all trademarks and service marks under common law, and all state and federal statutes, associated with Service Marks, together with that part of the goodwill of the Assignor’s business connected with the use of and symbolized by the Service Marks (the “**Trademark Rights**”), and all claims, causes of action, choses in action and rights of action, whether known or unknown, which Assignor had, now has, or may in the future have, arising from or in any way connected with the Trademark Rights, or any infringement or unauthorized use of those Trademark Rights, to have and to hold of the same under the Assignee, its successors and assigns, for and during the existence of all such Service Marks.

2. This Assignment shall be binding on and shall inure to the benefit of the parties to this Assignment and their successors and assigns, if any.

3. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the aforesaid Service Marks, including, without limitation, recordation of the assignment in the United States Patent and Trademark Office.

4. Assignor warrants that it is the legal owner of all right, title and interest in the Service Marks, that it has full rights and authority to assign the Service Marks to Assignee, and that the Service Marks are not pledged, assigned, or encumbered as of the date of this Assignment.

5. Miscellaneous.

(a) The APA and this Assignment constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter.

(b) This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Georgia, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the

jurisdiction of such courts, and agrees that all claims in respect of this Assignment may be heard and determined in any of such courts.

(c) This Assignment may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Assignment shall constitute a fully-executed agreement.

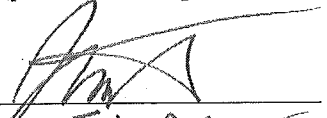
(d) Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

**InPhyNet Contracting Services, Inc.**

By:   
Name: John P. Stair  
Title: Assistant Secretary

**ASSIGNEE:**

**U.S. HealthWorks of Georgia, Inc.**

By: \_\_\_\_\_  
Name: Gregory Marotta  
Title: President

TRADEMARK ASSIGNMENT

ACUTE CARE EXPRESS — SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

InPhyNet Contracting Services, Inc.

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

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

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

ASSIGNEE:

U.S. HealthWorks of Georgia, Inc.

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

Name: Gregory Marotta

Title: President

TRADEMARK ASSIGNMENT

ACUTE CARE EXPRESS — SIGNATURE PAGE

Schedule A

REG. NO.	U.S. CLASS	DATE ISSUED
3,075,032	100 and 101	April 6, 2006