

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Align, M.D., PLLC		04/30/2015	professional limited liability company: TENNESSEE
RECEIVING PARTY DATA			
Name:	American Physician Holdings, LLC		
Street Address:	12 Cadillac Drive		
Internal Address:	Suite 150		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4116576	ALIGN MD	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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>			
Phone:	615-850-8741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	NASHVILLE, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	029334.48183		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	05/01/2015		
Total Attachments: 5			
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ASSIGNMENT OF SERVICE MARK

This Assignment of Service Mark (this "Assignment") is entered into as of April 30, 2015, by and between, **Align, M.D., PLLC**, a Tennessee professional limited liability company with its principal business address at 1990 Madison Street, Suite 102, Clarksville, Tennessee 37043 ("Assignor"), and **American Physician Holdings, LLC**, a Delaware limited liability company with its principal business address at 12 Cadillac Drive, Suite 150, Brentwood, Tennessee 37027 ("Assignee"), in accordance with the terms of that certain Asset Purchase Agreement of even date herewith by and between Assignor and Assignee (the "Controlling Agreement").

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of the worldwide rights, title and interest of Assignor in and to the service mark and service mark registration identified in Schedule A attached hereto (the "Mark"), including: (i) all common law rights associated with the Mark; (ii) all rights and registrations for the Mark in any other country or locality worldwide; (iii) the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark; and (iv) the resulting right to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties as set forth in the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

ASSIGNOR:

ALIGN, M.D., PLLC

By: _____

Name: Mark Green, M.D., FACEP

Title: President

ASSIGNEE:

AMERICAN PHYSICIAN HOLDINGS, LLC

By:  _____

Name: John Rutledge

Title: Authorized Person

ASSIGNMENT OF SERVICE MARK

This Assignment of Service Mark (this "Assignment") is entered into as of April ³⁰, 2015, by and between, **Align, M.D., PLLC**, a Tennessee professional limited liability company with its principal business address at 1990 Madison Street, Suite 102, Clarksville, Tennessee 37043 ("Assignor"), and **American Physician Holdings, LLC**, a Delaware limited liability company with its principal business address at 12 Cadillac Drive, Suite 150, Brentwood, Tennessee 37027 ("Assignee"), in accordance with the terms of that certain Asset Purchase Agreement of even date herewith by and between Assignor and Assignee (the "Controlling Agreement").

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of the worldwide rights, title and interest of Assignor in and to the service mark and service mark registration identified in Schedule A attached hereto (the "Mark"), including: (i) all common law rights associated with the Mark; (ii) all rights and registrations for the Mark in any other country or locality worldwide; (iii) the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark; and (iv) the resulting right to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties as set forth in the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

ASSIGNOR:

ALIGN, M.D., PLLC

By: 

Name: Mark Green, M.D., FACEP

Title: President

ASSIGNEE:

AMERICAN PHYSICIAN HOLDINGS, LLC

By: _____

Name: John Rutledge

Title: Authorized Person

STATE OF _____)
)
COUNTY OF _____)

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared Mark Green, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of **Align, M.D., PLLC**, the within named Assignee, and that he, as President, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as President.

Witness my hand and seal, at office in Nashville, Tennessee, this _____ day of April 2015.

Notary Public

My Commission Expires: _____

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, Kimberly Brent, a Notary Public in and for the County and State aforesaid, personally appeared John Rutledge, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be an Authorized Person of **American Physician Holdings, LLC**, the within named Assignee, and that he, as an Authorized Person, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as an Authorized Person.

Witness my hand and seal, at office in Nashville, Tennessee, this 29th day of April, 2015.

Kimberly Renee Brent
Notary Public

My Commission Expires: 1/9/16



NOTARY PUBLIC
Kimberly Renee Brent
My Commission Expires
January 9, 2016
STATE OF TENNESSEE

Page 2 of Three Page Assignment

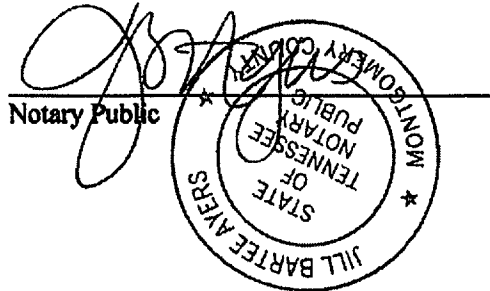
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TRADEMARK
REEL: 005508 FRAME: 0579

STATE OF TN)
COUNTY OF Montgomery)

Before me, Jill B Ayers, a Notary Public in and for the County and State aforesaid, personally appeared Mark Green, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Align, MD., PLLC, the within named Assignee, and that he, as President, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 29 day of April 2015.



My Commission Expires: 7-11-17

STATE OF _____)
COUNTY OF _____)

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared John Rutledge, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be an Authorized Person of American Physician Holdings, LLC, the within named Assignee, and that he, as an Authorized Person, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as an Authorized Person.

Witness my hand and seal, at office in Nashville, Tennessee, this _____ day of April, 2015.

Notary Public

My Commission Expires: _____

SCHEDULE A
TO
ASSIGNMENT OF SERVICE MARK

MARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE	GOODS/SERVICES
ALIGN MD	United States	4116576	March 27, 2012	<p>providing emergency medical personnel, namely, medical personnel recruitment services and consultation related thereto; providing the placement and recruitment of emergency medical personnel, namely, physicians and mid-level providers (Class 35); and</p> <p>emergency medical services, namely, medical assistance consultancy provided by doctors or other specialized medical personnel; emergency medical response services (Class 44)</p>