

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
City Practice Group of New York, LLC		12/05/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	City Practice Group USA, LLC		
Street Address:	336 E 86th St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10028		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4117854	CITYMD	
Registration Number:	4166816	CITYMD	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	21692-533-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	05/22/2015		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), dated December 5, 2013 (“Effective Date”), is made and entered into by City Practice Group of New York, LLC, a Delaware limited liability company (“Assignor”), and City Practice Group USA, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used in this Assignment and not defined in this Assignment shall have the respective meanings set forth in the Recapitalization Agreement (as defined below).

WHEREAS, Assignee is party to that certain Unit Purchase and Recapitalization Agreement, dated as of the date hereof (the “Recapitalization Agreement”), by and among City Practice Group USA Holdings, LLC, a Delaware limited liability company, Assignee, Premier Care Management Services, LLC, a New York limited liability company, the Sellers named therein and the Purchasers named therein; and

WHEREAS, in connection with the transactions contemplated by the Recapitalization Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and receive from Assignor, all of Assignor’s right, title and interest in and to all Intellectual Property Rights owned by Assignor (including, without limitation, Aftercare and all Intellectual Property Rights therein and thereto and all items set forth on Schedule A attached hereto) (collectively, the “Assigned IP”).

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

1. Assignor hereby irrevocably assigns, transfers and conveys (and agrees to assign, transfer and convey in the future) to Assignee all of Assignor’s right, title and interest in and to all of the Assigned IP (including the trademarks, trademark applications and domain names set forth on Schedule A together with all goodwill associated therewith and all rights in the future to register or otherwise obtain legal protection with any of the foregoing.), together with all (i) income, royalties, claims for damages, profits, costs, damages, and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current, or future infringements or misappropriations of any Assigned IP), (ii) choses in action and rights to sue, recover and collect for any past, present, or future infringements or misappropriations of any Assigned IP, and (iii) corresponding rights that, now or hereafter, may be secured throughout the world with respect to any Assigned IP.

2. Assignor hereby instructs, authorizes, and directs any and all registrars thereof (including, but not limited to, the registrars listed on Schedule A) to transfer the domain names listed on Schedule A (the “Domain Names”) to an account controlled by Assignee as directed by Assignor. Assignor agrees to cooperate with Assignee and to follow Assignee’s reasonable instructions in order to effectuate the transfer of the Domain Names in a timely manner, and Assignor or Assignee is hereby expressly permitted and authorized to provide a copy of this Assignment to any such registrar as necessary to accomplish such transfer. Following the Execution Date, Assignor shall immediately cease using or controlling the Domain Names for any purpose, including, without limitation, as a domain name, a trademark, or as a part of any

email address. Assignor further agrees that within five (5) business days after the parties execute this Agreement, Assignor shall commence transfer of ownership of the Domain Name to Assignee in accordance with the on-line procedures provided by the registrar of the Domain Name. Assignee shall cooperate with Assignor and provide information as necessary to Assignor to complete the ownership transfer. Assignor shall provide written acknowledgement confirming completion of the transfer of ownership to Assignee of such Domain Name within ten (10) days of the Execution Date.

3. From and after the Effective Date, in the event any further action is necessary to carry out the purposes of this Assignment (including to perfect, preserve, enforce, register and record Assignee's rights with respect to any Assigned IP), Assignor shall take all such necessary action as may be reasonably requested by Assignee to achieve such intent, including the execution of any documentation reasonably requested by Assignee to effectuate the assignment, transfer and conveyance of any Assigned IP (including any documentation for filing with the United States Patent and Trademark Office, United States Copyright Office, or any equivalent foreign agency, or any domain name registrar).

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Register of Copyrights, and any equivalent authority, entity, or agency, or any registrar, to record Assignee as the assignee and owner of all of the Assigned IP.

5. This Assignment may be executed simultaneously in counterparts, any one of which need not contain the signature(s) of more than one party but all such counterparts together shall constitute one and the same instrument. This Assignment, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission in portable document format (pdf) to deliver a signature or the fact that any signature or document was transmitted or communicated through the use of facsimile machine as a defense to the formation of a contract, and each such party forever waives any such defense.

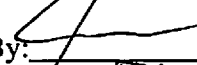
6. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Assignment, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

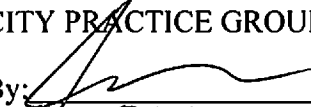
ASSIGNOR

CITY PRACTICE GROUP OF NEW
YORK, DLC

By: 
Name: Richard Park, MD
Title: _____


ASSIGNEE

CITY PRACTICE GROUP USA, LLC

By: 
Name: Richard Park, MD
Title: _____

Schedule A

U.S. TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
CITYMD	U.S.	85/364744 7/6/2011	4117854 3/27/2012
CITYMD and Design 	U.S.	85/364760 7/6/2011	4166816 7/3/2012

INTERNET DOMAIN NAMES

Domain Name	Registrant	Registrar
CITYMDNYC.COM	Richard Park CityMD 336 East 86 Street New York, NY 10028	GoDaddy
CITYMDDOC.COM	Domains by Proxy	GoDaddy
CITYMDPORTAL.CO	Domain Privacy Service	FastDomain Inc.
CITYPEDS.COM	Domains by Proxy	GoDaddy