

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DuPage Medical Group, Ltd.		12/28/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Midwest Physician Administrative Services, LLC		
Street Address:	1100 West 31st Street		
Internal Address:	Suite 300		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4708025	DMG AESTHETICS THE ART & SCIENCE OF BEAU	
Registration Number:	4332810	DUPAGE MEDICAL GROUP GET TREATED WELL	
Registration Number:	4486000	QEA QUALITY EFFICIENCY ACCESS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jen.rezac@nortonrosefulbright.com		
Correspondent Name:	Timothy M. Kenny		
Address Line 1:	RBC Plaza		
Address Line 2:	60 South Sixth Street, Suite 3100		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	11509036		
NAME OF SUBMITTER:	Shelby Knutson Bruce		
SIGNATURE:	/Shelby Knutson Bruce/		
DATE SIGNED:	12/29/2015		
Total Attachments: 5			
source=20151228 Trademark Assignment DuPage#page1.tif			

OP \$90.00 4708025

source=20151228 Trademark Assignment DuPage#page2.tif

source=20151228 Trademark Assignment DuPage#page3.tif

source=20151228 Trademark Assignment DuPage#page4.tif

source=20151228 Trademark Assignment DuPage#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of December 28, 2015, by and between DuPage Medical Group, Ltd., an Illinois corporation, having a business address of 1100 West 31st Street, Suite 300, Downers Grove, Illinois 60515, hereinafter the "Assignor", and Midwest Physician Administrative Services, LLC, an Illinois limited liability company, having a business address of 1100 West 31st Street, Suite 300, Downers Grove, Illinois 60515, hereinafter "Assignee" (Assignor and Assignee, collectively referred to as the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution and Assumption Agreement (the "Agreement"), dated as of December 28, 2015, pursuant to which Assignor has assigned all rights and the entire right, title, and interest in, to, and under the trademarks and/or service marks shown on Schedule A attached hereto (the "Marks"), which include U.S. trademark registrations, and trademarks and service marks used at common law; and

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to the Marks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office.

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

Assignor hereby irrevocably contributes, transfers, assigns, and conveys to Assignee, and its successors and assigns, and Assignee does hereby acquire, assume and accept from Assignor, all of Assignor's right, title and interest in and to: (a) the Marks; (b) any and all registrations of the Marks and all issuances, extensions and renewals thereof; (c) all common law rights in, to, and under the Marks; (d) all other rights in, to, and under the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks; (e) any and all rights to royalties, profits, compensations, license fees, or other payments or remuneration of any kind relating to the Marks and /or the goodwill under the Marks; and (f) all administrative rights relating thereto, including, but not limited to, the right to prosecute registration applications and oppose or seek to cancel third party registrations; and (g) all claims or causes of action ASSIGNOR has or may have in connection with the Marks, including, but not limited to, the right bring an action, at law or in equity, and recover all damages for any and all past infringement, dilution or violation of any of the Marks.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment, as to the assigned Marks herein referred to.

Assignor further agrees to execute all documents, instruments and papers to perform all acts as Assignee may reasonably request to perfect in Assignee the foregoing rights, title and interests.

This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

[Remainder of page intentionally left blank.]

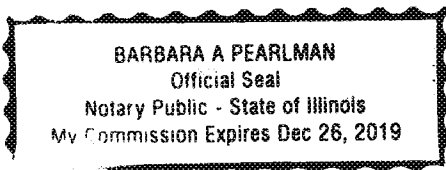
IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

DUPAGE MEDICAL GROUP, LTD.

By: *Michael Kasper*
Name: Michael Kasper
Title: CEO
Date: 12/28/15

STATE OF Illinois §
COUNTY OF DuPage §

Before me, the undersigned authority, on this 28th day of December, 2015, personally appeared Michael Kasper known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that he/she is authorized to execute the same on behalf of the identified corporation and that he/she executed the same on behalf of the corporation for the purposes and consideration therein expressed.



Barbara A. Pearlman

Notary Public, State of Illinois

Name Printed: Barbara A. Pearlman

My Commission Expires: 12-26-2019

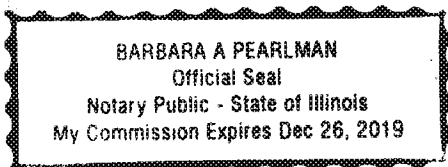
ACCEPTED AND AGREED:

MIDWEST PHYSICIAN
ADMINISTRATIVE SERVICES, LLC

By: *Michael Kasper*
Name: Michael Kasper
Title: CEO
Date: 12/28/15

STATE OF Illinois §
COUNTY OF DuPage §

Before me, the undersigned authority, on this 28th day of December, 2015, personally appeared Michael Kasper known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that he/she is authorized to execute the same on behalf of the identified corporation and that he/she executed the same on behalf of the corporation for the purposes and consideration therein expressed.



Barbara A. Pearlman

Notary Public, State of Illinois

Name Printed: Barbara A. Pearlman

My Commission Expires: 12-26-2019

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark	Filing Date	Serial No.	Reg. Date	Reg. No.
DMG AESTHETICS THE ART & SCIENCE OF BEAUTY A MEMBER OF DUPAGE MEDICAL GROUP and Design	08/08/2014	86/361,569	03/24/2015	4,708,025
DUPAGE MEDICAL GROUP GET TREATED WELL and Design	85/572,418	03/17/2012	05/07/2013	4,332,810
QEA QUALITY EFFICIENCY ACCESS and Design	09/21/2012	85/735,583	02/18/2014	4,486,000

DuPage Medical Group Ltd. Owned Trademarks – Common Law

DMG
DMG Orthopaedics: Bone, Joint and Spine Center
DMG Pain Management Surgery Center
Premier Medical Equipment
herDMG
DuPage Medical Group Integrated Oncology Program
BreakThrough Care Center
Belleza Skin Care Institute