

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERGENTUS Management Services, L.L.C.		07/01/2016	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Emergency Service Physicians, P.C.		
Street Address:	P.O. Box 351750		
City:	Westminster		
State/Country:	COLORADO		
Postal Code:	80035		
Entity Type:	Professional Corporation: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4377793	ERGENTUS	
Registration Number:	4423198	ERGENTUS EMERGENCY SERVICE PHYSICIANS WH	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-5737		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Priya Merrill, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	8286-798-016		
NAME OF SUBMITTER:	Priya Merrill		
SIGNATURE:	/priya merrill/		
DATE SIGNED:	07/05/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of July 1, 2016, is made by and between ERGENTUS Management Services, L.L.C., a Colorado limited liability company ("Assignor"), and Emergency Service Physicians, P.C., a Colorado professional corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor has agreed to assign the intellectual property assets listed on Schedule 1 attached hereto (the "Assignor IP") to Assignee effective upon the Contribution Closing Date (as defined therein); and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee, all of Assignor's right, title and interest in and to the Assignor IP;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

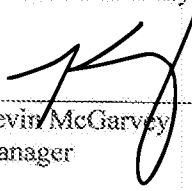
1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee and its successors and assigns, free and clear of any encumbrances, Assignor's entire right, title and interest in and to the Assignor IP, together with the goodwill of the business connected with and symbolized by the Assignor IP, the ongoing business activities associated with the Assignor IP, all moral rights (or their equivalent) or any other federal or state statutory rights that Assignor may have in and to the Assignor IP, and any rights, interests, claims and demands, recoverable in law or equity, including, without limitation, for infringement in, under and to the Assignor IP, and including the right to compromise, sue for and collect profits and damages. As per the Contribution Agreement, the parties acknowledge that Assignee is the successor to the portion of Assignor's business to which the Assignor IP pertains.
2. Further Documents. Assignor and Assignee agree to take any further actions and execute and file any further documents reasonably necessary to carry out the intent of this Assignment without further consideration.
3. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Assignment will be deemed to have been executed in the State of Colorado and will be construed and enforced according to the laws of that state without regard to its conflicts of law principles or rules. This Assignment may be executed in any number of counterparts, each of which may be deemed an original, and all of which together will constitute one instrument. This Assignment, together with the Contribution Agreement, constitutes the entire understanding of the parties, and all representations relied upon by any party to this Assignment are merged into and made part hereof. Any modifications to this Assignment must be in writing and signed by both parties to be bound. Each party acknowledges that it has read this Assignment, understands it and agrees to be bound by its terms, that it has the capacity and right to enter into this Assignment, and that it accepts the duties, obligations, privileges and rights granted hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, either individually or by and through their authorized agents, hereby enter into this Assignment as of the first date written above.

ASSIGNOR:

ERGENTUS MANAGEMENT SERVICES, L.L.C.,
a Colorado limited liability company

By: 
Name: Kevin McGarvey
Title: Manager

By: _____
Name: Scott Miner
Title: Manager

By: 
Name: Michael Stackpool
Title: Manager

ASSIGNEE:

EMERGENCY SERVICE PHYSICIANS, P.C.,
a Colorado professional corporation

By: _____
Name: Homi Kapadia
Title: President

IN WITNESS WHEREOF, the parties hereto, either individually or by and through their authorized agents, hereby enter into this Assignment as of the first date written above.

ASSIGNOR:
ERGENTUS MANAGEMENT SERVICES, L.L.C.,
a Colorado limited liability company

By: _____

Name: Kevin McGarvey

Title: Manager

By: _____

Name: Scott Miner

Title: Manager

By: _____

Name: Michael Stackpool

Title: Manager

ASSIGNEE:
EMERGENCY SERVICE PHYSICIANS, P.C.,
a Colorado professional corporation

By: _____

Name: Homi Kapadia

Title: President

IN WITNESS WHEREOF, the parties hereto, either individually or by and through their authorized agents, hereby enter into this Assignment as of the first date written above.

ASSIGNOR:

ERGENTUS MANAGEMENT SERVICES, L.L.C.,
a Colorado limited liability company

By: _____

Name: Kevin McGarvey

Title: Manager

By: _____

Name: Scott Miner

Title: Manager

By: _____

Name: Michael Stackpool

Title: Manager

ASSIGNEE:

EMERGENCY SERVICE PHYSICIANS, P.C.,
a Colorado professional corporation

By:  _____

Name: Homi Kapadia

Title: President

Schedule 1

ASSIGNOR IP

ERGENTUS

United States of America 6 Apr 2012 85/979,062 Registered

30 Jul 2023 30 Jul 2013 4,377,793

Class 44

Goods Medical services, namely emergency medical services and treatment and pre-hospital emergency services



United States of America 6 Apr 2012 85/979,964 Registered

22 Oct 2023 22 Oct 2013 4,423,198

Class 44

Goods Medical services, namely, emergency medical services and treatment and pre-hospital emergency services