

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM412576

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Immediate Clinic Healthcare, Inc.		10/05/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Irwin Holdings, LLC		
Street Address:	3700 Cahaba Beach Road		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242 <i>Limited Liability Company MJD</i>		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3330244	DOCTORS EXPRESS	
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>			
Phone:	2059777099		
Email:	mdouglas@leakdouglas.com		
Correspondent Name:	Michael J Douglas		
Address Line 1:	17 20th Street North		
Address Line 2:	Suite 200		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Michael Douglas		
SIGNATURE:	/Michael Douglas/		
DATE SIGNED:	01/17/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Immediate Clinic Healthcare, Inc. ("Assignor") and Irwin Holdings, LLC ("Assignee") (collectively the "Parties").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: "DOCTORS EXPRESS" - Registration No. 3,330,244 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the Parties agree as follows:

1. **Assignment:** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. **Consideration:** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1, payable on October 5, 2016.

3. **Representations and Warranties:** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Entire Agreement:** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

5. **Amendment:** This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

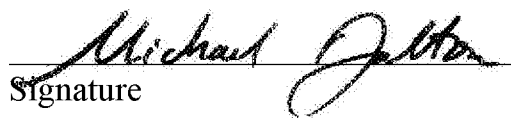
6. **Severability:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. **Agreement to Perform Necessary Acts:** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **Governing Law:** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Alabama.

Date: October 5, 2016

ASSIGNOR


Signature

ASSIGNEE

Signature