

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM413781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK AND NAME ASSIGNMENT AND LICENSE AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORTHOPEDIC CENTER, P.C.		05/31/2015	Professional Corporation:
OPTIM ORTHOPEDICS, LLC		05/31/2015	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	COMMUNITY HOSPITAL HOLDING COMPANY, LLC		
Street Address:	460 Mall Boulevard		
Internal Address:	Suite B		
City:	Savannah		
State/Country:	GEORGIA		
Postal Code:	31406		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4245765		
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8991		
Email:	juan.arias@weil.com		
Correspondent Name:	Emilie Williams		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	Emilie Williams		
SIGNATURE:	/Emilie Williams/		
DATE SIGNED:	01/26/2017		
Total Attachments: 11			
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**TRADEMARK AND NAME ASSIGNMENT
AND LICENSE AGREEMENT**

This Trademark and Name Assignment and License Agreement (“Agreement”) is entered into this 31st day of May, 2015 (“Effective Date”) by and between Orthopedic Center, P.C., a Georgia professional corporation and Optim Orthopedics, LLC, a Georgia limited liability company (collectively, “Assignor”), and Community Hospital Holding Company, LLC, a Georgia limited liability company (“Assignee”) (each individually a “Party,” and collectively, the “Parties”).

WHEREAS, Assignor owns the rights in certain names and marks that have been used in connection with the operation of the business of Tattnall Hospital Company, LLC, including without limit, trademarks and names consisting in whole or in part of the term OPTIM and marks comprising the design shown on Attachment A hereto (hereinafter the “Design Mark”), and all federal, state and other registrations for such names and marks (hereinafter “Registrations”) and applications for registrations thereof (hereinafter “Applications”), as more particularly identified in Attachment A to this Agreement, (hereinafter, all such names, marks registrations and applications are referenced collectively as “Trademarks”) and the goodwill of the business symbolized by any such marks and names (the “Goodwill”);

WHEREAS, Assignee desires to acquire the Trademarks, including the Registrations and Applications, and the Goodwill from Assignor;

WHEREAS, Assignor desires to transfer and assign the Trademarks, including the Registrations and Applications, and the Goodwill to Assignee;

WHEREAS, Assignee is willing to grant back to Assignor, and Assignor is willing to accept, a license to certain of the Trademarks under certain conditions;

WHEREAS, pursuant to a Unit Purchase Agreement dated as of April 20, 2015, among Assignee, NSH Georgia, Inc. (“NSH”) and certain other parties (the “Purchase Agreement”; capitalized terms not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement), the various equity holders of Assignee intend to sell all of the equity interests of Assignee to NSH (the “Unit Sale”);

WHEREAS, certain of the shareholders of Assignor (the "Assignor Shareholders") are indirect equity holders of Assignee, and, as a result, will realize a substantial economic benefit from the Unit Sale;

WHEREAS, it is a condition to the obligations of NSH to consummate the Unit Sale that this Agreement be executed and delivered by Assignor and Assignee; and

NOW, THEREFORE, in consideration of the Payment, promises, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1. **Assignment of Trademarks.** Assignor hereby sells, assigns, and transfers to Assignee:
 - 1.1. All rights, title, and interest in and to the Trademarks;
 - 1.2. The Goodwill; and
 - 1.3. All current and future rights to damages, profits or other monetary awards , arising out of past, present, or future infringement of any of the Trademarks or injury to goodwill they symbolize, together with the right to sue for or recover the same in the name of Assignor.
2. **Sale and Transfer Price.**
 - 2.1. In exchange for Assignor's fulfillment of its obligations under this Agreement, and in addition to the benefits to be received by the Assignor Shareholders in connection with the Unit Sale, Assignee shall, subject to and in accordance with Section 2.2 of this Agreement, pay to Assignor collectively, the amount of **One Hundred Dollars (\$100.00)** ("Payment") on or within three (3) days following the Effective Date, and hereby make the grant of license set forth in Section 3.1 of this Agreement.
3. **License Grant.**
 - 3.1. Subject to the terms set forth in this Agreement Assignee grants to Assignor a perpetual, nontransferable, royalty-free, non-exclusive license in and to the

Trademarks identified in Attachment B as “Licensed Marks” (the “Licensed Marks”) for use only in connection with the marketing, advertising and rendering of healthcare-related services in the States of Georgia and South Carolina substantially similar to the services presently being rendered by Assignor (the “Licensed Services”).

3.2. The license grant of Section 3.1 is conditioned upon Assignor using the Licensed Marks only in connection with the Licensed Services and in compliance with all applicable laws and regulations. Assignee shall have the right and authority to review Assignor’s use of the Licensed Marks to confirm Assignor’s conformance with these conditions. Assignor agrees to (a) submit to Assignee from time to time, and upon reasonable request, and (b) permit Assignee or its duly appointed representative the right to inspect, information relating to the services offered by Assignor under the Licensed Marks and the Assignor’s manner of usage of the Licensed Marks. If Assignor receives written notice from Assignee that any services provided by Assignor under the Licensed Marks are not Licensed Services, and Assignor fails to cease such unpermitted use, within ninety (90) days of receiving such Assignee notice, Assignee shall have the right to terminate the license granted herein upon written notice by Assignee.

3.3. The license grant of Section 3.1 is further conditioned upon and includes the following restrictions:

A. Assignor hereafter shall not assign, transfer or grant to any third party, this Agreement, or any of its rights or interest under this Agreement, in whole or in part, including any sublicense of rights in any of the Trademarks, without Assignee’s prior written consent, which consent may not be unreasonably withheld or delayed; provided that Assignee may withhold consent in its sole discretion if, in the reasonable judgment of Assignee, any proposed assignment is to be made to a competitor of Assignee, NSH or any of their Affiliates. For purposes of this Agreement, an “assignment” shall include any Change of Control. “Change of Control” means the occurrence of any of the following: (a) the sale, exchange, lease

or transfer (directly or indirectly, in one transaction or a series of related transactions) of all or substantially all of the assets of an Assignor, (b) the sale, exchange, lease or transfer (directly or indirectly, in one transaction or a series of related transactions) of more than 50% of the outstanding voting securities or 50% of any other equity interests of Assignor to any Person that is not a beneficial owner of equity interest of Assignor as of the date hereof (a "Current Owner"), or (c) the merger, consolidation or similar transaction of Assignor (directly or indirectly, in one transaction or a series of related transactions) into or with another entity, unless immediately following such transaction, the Current Owners continue to own, directly or indirectly, more than 50% of the outstanding voting securities and 50% of all other equity interests of the surviving or resulting entity. Any attempted assignment, transfer or grant in violation of this Section 3.3.A shall be automatically void and constitute a breach of this Agreement entitling Assignee immediately to terminate the license granted herein upon notice to Assignor.

B. Trademark Usage.

- (1) Assignor hereafter shall not do or cause to be done, or omit to do or be done, anything impairing or intending to impair any of the rights of Assignee in the Trademarks. By way of example and not limitation, Assignor shall refrain from:
 - (i) claiming any right not granted to Assignor in this Agreement in or to, or registering or attempting to register any name or mark consisting in whole or in part of the term OPTIM, the Design Mark or any term or design similar to any Trademark;
 - (ii) using any name or mark consisting in whole or in part of the term OPTIM, the Design Mark or any term or design similar to any Trademark, other than the Licensed Marks;

(iii) hereafter contesting or objecting to Assignee's right, title or interest in or to any of the Trademarks or any similar name or mark, including, without limit, challenging, opposing, or seeking to cancel any Registrations or oppose any Applications.

- (2) If the license granted in this Agreement is terminated, Assignor acknowledges and agrees that Assignor's failure to cease all use of the Trademarks upon such termination shall constitute infringement and dilution of the Trademarks and shall entitle Assignee, without limitation, to seek equitable relief by way of temporary restraining order and/or preliminary or permanent injunction.

4. **Third Party Infringement and Third Party Actions.**

- 4.1. Each Party agrees to notify the other Party as promptly as practicable when it becomes aware of a possible infringement or other violation of any rights in any of the Trademarks.
- 4.2. Within 120 days of becoming aware of any such infringement, Assignee shall decide whether to institute an infringement suit or take other action that it believes is reasonably required to enforce and protect the rights in Trademarks. If Assignee fails to institute such suit or take such action within a 120 day period and either (a) such infringement is occurring within a 100 mile radius of the principal business office of Assignor, or (b) such infringement is causing significant harm to Assignor's business outside of such 100 mile radius, then Assignor shall have the right at its sole discretion to institute such suit or take other appropriate action respecting such infringement. Each Party agrees to reasonably cooperate with the other Party in any such lawsuit brought by the other Party.
- (i) Each Party that institutes lawsuit or other action described in this Section 4 shall assume and pay all costs and expense it incurs in connection with such

litigation or proceedings, including without limitation the fees and expenses of its counsel, and all expenses reasonably incurred by the other Party, including without limitation the fees and expenses of such other Party's counsel, at the request of the Party that instituted the lawsuit or other action.

- 4.3. In no event shall Assignor settle a lawsuit or any other proceeding or dispute respecting a claim of violation of or otherwise relating to any right respecting any Trademark without Assignee's prior written permission.
- 4.4. In the event that a Party becomes aware of any claim that any of the Trademarks infringes or otherwise violates the intellectual property rights of a third party, such Party promptly shall notify the other Party, promptly (but in no event later than 15 days following receipt) provide to the other Party copies of any notices it receives regarding any such alleged infringement or violation. Neither Party shall settle any such claim without the other Party's prior written consent, such consent not to be unreasonably withheld.

5. **Termination.**

- 5.1. In addition to Assignee's right to terminate set forth in Section 3.2 herein, Assignee may terminate the license granted in this Agreement upon 60 days' written notice to Assignor in the event of a material breach of Assignor's obligation under this Agreement, if Assignor fails to cure such breach within 90 days of the notice or if Assignor ceases using the Licensed Marks for more than six (6) continuous months.
- 5.2. The termination of the license granted under this Agreement shall not terminate or have any effect on any assignment of rights in or to any of the Trademarks to Assignee.

6. **Option for Reacquisition of Trademarks.** In the event that Assignee abandons use of all of the Trademarks, Assignor may use any of them.

7. **No Referrals.** The Parties acknowledge and agree that the assignments and licenses granted hereunder, as well as the consideration paid hereunder and under the terms of the Purchase Agreement, have been negotiated at arm's length and are consistent with fair market value. Moreover, neither the assignments or the licenses granted hereunder nor the amounts paid in connection therewith have been granted or paid in exchange for the referral of any item or service reimbursable, in whole or in part, under any Federal health care program (as that term is defined in 42 U.S.C. §1320a-7b(f)).
8. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Georgia without regard to conflict of laws principles. For any and all disputes, the Parties expressly consent to the exclusive venue and jurisdiction of the courts of the State of Georgia.
9. **Agreement Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors, and assigns.
10. **Waiver.** Assignor hereby waives and releases any and all claims of rights that Assignor may have in the Trademarks, with the exception of the license granted herein. No waiver by either Party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
11. **Severability.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
13. **Construction.** Should any provision of this Agreement require judicial interpretation, the Parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one Party than the other. This Agreement shall not be construed against one Party or the other, both

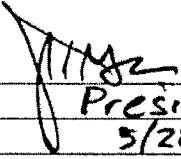
Parties having participated in the drafting of this Agreement, solely because it may have been drafted initially by that Party or otherwise.

14. **Further Assurances.** Assignor agrees to execute and deliver, at the request of the Assignee, all papers, instruments, and assignments, and to perform any other actions the Assignee may reasonably require to vest all rights in and to the Trademarks to Assignee, to have a consistent chain of recorded title and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Assignee.
15. **Integration.** This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior written and oral agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.
16. **Survival.** Sections 1, 3.3, 4.3, 4.4, 8-11, 13-15 shall survive the expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated and effective on the Effective Date.


Assignor

ORTHOPEDIC CENTER, P.C.

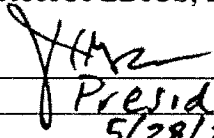
By: 
Title: President
Date: 5/28/2015

Assignee


COMMUNITY HOSPITAL HOLDING
COMPANY, LLC

By: 
Title: CEO
Date: 5-28-2015

OPTIM ORTHOPEDICS, LLC


By: 
Title: President
Date: 5/28/2015

Orthopedic Center, P.C.

No.	Mark / Trade Name	Registration Info
1.	OPTIM	Common law trademark (not registered)
2.		United States Service Mark, Reg. No. 4,245,765, for the mark consisting of a sphere made up of intertwined light blue, mid-blue and dark blue strands. (Design mark)
3.	OPTIMHEALTHCARE (& Design)	Georgia Trade Mark, Reg. No. S- 25798, for the mark OPTIMHEALTHCARE (& Design)
4.	OPTIMORTHOPEDICS (& Design)	Georgia Trade Mark, Reg. No. S- 25799, for the mark OPTIMORTHOPEDICS (& Design)
5.	OPTIMORTHOPEDICS	Chatham County Trade Name Registration Notice – recorded in trade name book #8, folio #6689
6.	OPTIMHEALTHCARE	Chatham County Trade Name Registration Notice – recorded in trade name book #8, folio #6690
7.	OPTIM IMAGING	Chatham County Trade Name Registration Notice – recorded in Chatham County on March 26, 2013, at 4:40pm EST.
8.	OPTIM PRIMARY CARE	Chatham County Trade Name Registration Notice – recorded in Chatham County on March 26, 2013, at 4:40pm EST.
9.	OPTIM SURGICAL ASSOCIATES	Chatham County Trade Name Registration Notice – recorded in Chatham County on March 26, 2013, at 4:40pm EST.
10.	OPTIM SPORTS MEDICINE	Chatham County Trade Name Registration Notice – recorded in Chatham County on March 26, 2013, at 4:40pm EST.
11.	OPTIM SPINE	Chatham County Trade Name Registration Notice – recorded in Chatham County on March 26, 2013, at 4:40pm EST.
12.	OPTIM MEDICAL ASSOCIATES	Chatham County Trade Name Registration Notice – recorded in Chatham County on March 26, 2013, at 4:41pm EST.
13.	OPTIM INTERNAL MEDICINE	Chatham County Trade Name Registration Notice – recorded in Chatham County on March 26, 2013, at 4:41pm EST.
14.	OPTIM GENERAL SURGERY	Chatham County Trade Name Registration Notice – recorded in Chatham County on March 26, 2013, at 4:41pm EST.
15.	OPTIM RHEUMATOLOGY	Chatham County Trade Name Registration Notice – recorded in Chatham County on March 26, 2013, at 4:41pm EST.

Attachment B

Orthopedic Center, P.C.

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