

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SouthComm Business Media, LLC		02/17/2017	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HMP Communications, LLC		
<b>Street Address:</b>	70 East Swedesford Road		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3338602	EMS	
<b>Registration Number:</b>	4057447	EMS WORLD	
<b>Registration Number:</b>	4961830	IHEXECUTIVE	
<b>Registration Number:</b>	4570196	INTEGRATED HEALTHCARE DELIVERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<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>			
<b>Phone:</b>	215-299-2016		
<b>Email:</b>	rcollins@foxrothschild.com		
<b>Correspondent Name:</b>	Tristram R. Fall, III		
<b>Address Line 1:</b>	997 Lenox Drive		
<b>Address Line 2:</b>	Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>NAME OF SUBMITTER:</b>	Tristram R. Fall, III		
<b>SIGNATURE:</b>	/Tristram R. Fall, III/		
<b>DATE SIGNED:</b>	10/24/2017		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated February 17, 2017, is entered into by and between SouthComm Business Media, LLC, a Tennessee limited liability company (“**Assignor**”), and HMP Communications, LLC, a Delaware limited liability company (the “**Assignee**”).

### BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, by and between Assignor and Assignee, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to the Seller Intellectual Property. The Seller Intellectual Property includes the Intellectual Property listed on Schedule 1 attached hereto.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

#### 1. COPYRIGHTS

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor’s right, title and interest in and to the copyrights, works of authorship, moral rights and other rights of authorship, attribution, integrity or paternity (“**Copyrights**”) included in the Seller Intellectual Property, and further including any and all (a) registrations, applications for registrations, issuances, extensions and renewals in respect of such Copyrights, including the registrations and applications for registrations listed on Schedule 1 attached hereto, (b) rights to obtain registrations of such Copyrights in the United States and throughout the world, (c) royalties, fees, income, payments and proceeds arising out of any such Copyrights, and (d) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present or future infringements or violations thereof, all in Assignee’s sole name.

#### 2. TRADEMARKS

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor’s right, title and interest in and to the trademarks, service marks, commercial product or service designations of source, trade dress, logos, slogans, trade names, company names and other indicia of source or origin (“**Trademarks**”) included in the Seller Intellectual Property together with the Goodwill that is symbolized by such Trademarks, and further including any and all (a) registrations, applications for registrations, issuances, extensions and renewals in respect of such Trademarks, including the registrations and applications for registrations listed on

Schedule 1 attached hereto, (b) rights to obtain registrations of such Trademarks throughout the world, (c) royalties, fees, income, payments and proceeds arising out of any such Trademarks, and (d) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present or future infringements or violations thereof, all in Assignee's sole name.

### **3. PATENTS**

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in and to the patents included in the Seller Intellectual Property, including the patents and patent applications listed on Schedule 1 attached hereto, and further including any and all (a) rights in any divisional, continuation, continuation-in-part, extension, reexamination, reissue and renewal thereof, (b) rights to obtain patent or equivalent protection therein throughout the world, (c) royalties, fees, income, payments and proceeds arising out of any such patents, and (d) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present, or future infringements or violations thereof, all in Assignee's sole name.

### **4. TRADE SECRETS**

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in and to the trade secrets and other proprietary information, including invention disclosures and unpatented inventions included in the Seller Intellectual Property and further including any and all (a) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

### **5. DOMAIN NAMES**

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in and to the domain names included in the Seller Intellectual Property, including the domain names listed on Schedule 1 attached hereto, and further including any and all (a) renewals thereof, (b) rights therein accruing under the applicable law of any jurisdiction, international treaties and conventions included in the Seller Intellectual Property and (c) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

### **6. FURTHER UNDERTAKINGS**

a. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, instruments and papers that are necessary or desirable, in Assignee's

sole discretion, to effect, evidence, perfect, consolidate, confirm, vest and/or record Assignee's (or any assignee or successor thereto) full and complete ownership of the Seller Intellectual Property with, for example, the United States Patent and Trademark Office. With respect to the domain names included in the Seller Intellectual Property, such actions may include assisting Assignee in changing the administrative and technical information for the domain names with the applicable domain name registrars, releasing any "locks" placed on such domain names, obtaining the authorization code and providing that code to Assignee and/or confirming the requested transfer upon receipt of a request to do so from the applicable domain name registrars.

## 7. GENERAL

a. Entire Agreement. This IP Assignment, the Purchase Agreement and the Ancillary Agreements contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Seller Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any Liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein.

b. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of the Purchase Agreement, including Section 7.4 thereof.

c. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

d. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.

e. Governing Law. This IP Assignment shall be governed by, and construed in accordance with federal law, and the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state.

f. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

g. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement

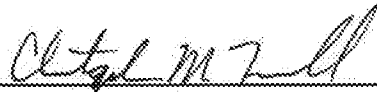
and the rules of construction set forth in Section 1.2 of the Purchase Agreement shall apply to this Agreement.

h. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in one (1) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

IN WITNESS WHEREOF, each of the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

**ASSIGNOR:**

SOUTHCOMM BUSINESS MEDIA, LLC

By: 

Name: Christopher M. Ferrell

Title: Chief Executive Officer


*[Signature page continues]*

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
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**ASSIGNEE:**

HMP COMMUNICATIONS, LLC

By:   
Name: Jeff Hennessy  
Title: Chief Executive Officer

*[Signature Page to Intellectual Property Assignment Agreement]*



# SCHEDULE 1

## Copyrights

None

## Trademarks

Serial Number	Country	Class	Goods/Services	Applicant	Reg. No.	Issue Date	Exp. Date	Class	Trademark	Registration Date	Priority
522379-0359759	US	EMS & Design	SouthComm Business Media, LLC	77/101607	7-Feb-07	3338602	20-Nov-07	16	Registered	20-Nov-17	Sep-06
522379-0390108	US	EMS WORLD	SouthComm Business Media, LLC	85/139930	28-Sep-10	4057447	15-Nov-11	16,35,44	Registered	15-Nov-17	30-Sep-10
522379-0444443	US	IHEXECUTIVE	SouthComm Business Media, LLC	86/818495	12-Nov-15	4961830	17-May-16	16	Registered - S	17-May-22	29-Aug-15
		INTEGRATED									Cl. 16 - Mar 25, 2015
522379-0428080	US	HEALTHCARE DELIVERY	SouthComm Business Media, LLC	86/109102	4-Nov-13	4570196	15-Jul-14	16, 44	Registered - S	15-Jul-20	Cl. 44 - Feb 3, 2014

## Patents

None

## Domain Names

URL	ExpirationDate	URL	ExpirationDate
chiefparamedic.com	Tue May 23 04:34:42 CDT 2017	integratedhcdgroup.com	Wed Sep 27 12:27:55 CDT 2017
chiefparamedic.net	Tue May 23 04:34:31 CDT 2017	integratedhd.com	Tue Oct 31 13:50:02 CDT 2017
edoperations.com	Sat Jul 15 21:09:40 CDT 2017	integratedhealthcaredelivery.com	Tue Oct 31 13:50:04 CDT 2017
edoperations.net	Sat Jul 15 21:09:46 CDT 2017	integratedhealthcaregroup.com	Wed Sep 27 12:27:54 CDT 2017
edvitals.com	Fri Feb 2 11:18:46 CST 2018	integrating-healthcare.com	Sun Apr 30 15:30:24 CDT 2017
emergencyjobscentral.com	Sat Jul 1 13:16:02 CDT 2017	integrating-healthcare.net	Sun Apr 30 15:30:26 CDT 2017
ems2020solutions.com	Sun Oct 8 13:30:09 CDT 2017	internationalparamedicexpo.com	Tue May 23 04:34:41 CDT 2017
emsapex.com	Mon Jan 29 07:21:31 CST 2018	iparamedicexpo.com	Tue May 23 04:34:42 CDT 2017
emsexpoevents.com	Sat Nov 11 07:44:30 CST 2017	iparamedicexpo.net	Tue May 23 04:34:31 CDT 2017
emsjobcenter.com	Sat Mar 24 16:18:24 CDT 2018	mihpractice.com	Tue Dec 19 14:03:38 CST 2017
emsmagazine.com	Sat May 20 23:00:00 CDT 2017	mihsummit.com	Wed Feb 21 23:13:36 CST 2018
emsonthehill.com	Mon Sep 25 08:20:06 CDT 2017	mihworld.co	Mon Feb 12 17:59:59 CST 2018
emsproductnews.com	Fri Jun 23 09:10:20 CDT 2017	mihworld.com	Mon Feb 12 08:06:26 CST 2018
emsunited.com	Mon Aug 7 16:06:02 CDT 2017	mobilehealthcareservice.com	Thu Feb 1 14:03:46 CST 2018
emsvitals.com	Mon Jan 29 13:52:32 CST 2018	mobilehealthcaresummit.co	Mon Jan 29 17:59:59 CST 2018
emsworld.com	Wed Nov 1 13:02:17 CDT 2017	mobilehealthcaresummit.net	Tue Jan 30 12:49:15 CST 2018
emsworld.net	Sat Jun 10 14:29:25 CDT 2017	mobilehealthcareworld.com	Tue Jan 30 14:11:37 CST 2018
emsworldapex.com	Mon Jan 29 07:21:33 CST 2018	mobilehealthmedicalsummit.com	Mon Jan 29 07:21:36 CST 2018
emsworldblogs.com	Wed Dec 6 07:49:36 CST 2017	mobilemedicalsummit.com	Sun Jan 28 15:11:44 CST 2018
emsworldce.com	Thu Feb 22 10:05:46 CST 2018	mobilemedicalsummit.net	Sun Jan 28 15:12:06 CST 2018
emsworldexpo.com	Sat Jun 10 14:29:27 CDT 2017	outofhospitalmedicaiservices.com	Mon Jan 29 07:21:39 CST 2018
emsworldexpo.net	Sat Jun 10 14:29:29 CDT 2017	outofhospitalmedicalsummit.com	Mon Jan 29 07:21:41 CST 2018
emsworldradio.com	Wed Jul 5 09:42:16 CDT 2017	paramedicexpo.com	Tue May 23 04:34:42 CDT 2017
emsworldtv.com	Thu Jul 13 11:07:17 CDT 2017	paramedicinternational.net	Tue May 23 04:34:31 CDT 2017
ihcdelivery.com	Sun Nov 5 09:20:15 CST 2017	paramedicworld.co	Mon May 22 18:59:59 CDT 2017
ihdelivery.com	Sun Nov 5 09:20:18 CST 2017	redlineexecsummit.com	Sat Aug 12 16:30:05 CDT 2017
ihdsummit.com	Tue Dec 19 14:03:36 CST 2017	redlineexecutivesummit.com	Sat Aug 12 16:30:05 CDT 2017
ihexecutive.com	Mon Mar 5 12:44:48 CST 2018	redlineexecsummit.com	Sat Aug 12 16:30:05 CDT 2017
ihforum.com	Thu Mar 8 05:27:16 CST 2018	redlineexecutivesummit.com	Sat Aug 12 16:30:05 CDT 2017
integratedhcd.com	Tue Oct 24 13:21:24 CDT 2017	worldtrauma.net	Thu Sep 28 15:06:24 CDT 2017
integratedhcdelivery.com	Tue Oct 31 13:50:01 CDT 2017	worldtrauma.org	Thu Sep 28 15:06:25 CDT 2017

4825-9469-7026, v. 1

[Schedule 1 to Intellectual Property Assignment Agreement]

**RECORDED: 10/24/2017**

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