

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rose Radiology Centers, Inc.		08/15/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Tri-State Imaging FL Holdings, LLC		
Street Address:	8300 W Sunrise Blvd.		
City:	Plantation		
State/Country:	FLORIDA		
Postal Code:	33322		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2991273	ROSE RADIOLOGY CENTERS, INC.	
Registration Number:	2930358	RRC	
CORRESPONDENCE DATA			
Fax Number:	6462187665		
<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:	6462187605		
Email:	NFriedma@hodgsonruss.com		
Correspondent Name:	Neil B. Friedman		
Address Line 1:	605 3rd Avenue, Suite 2300		
Address Line 2:	HODGSON RUSS LLP		
Address Line 4:	New York, NEW YORK 10158		
ATTORNEY DOCKET NUMBER:	087431-00011		
NAME OF SUBMITTER:	Neil B. Friedman		
SIGNATURE:	/Neil B. Friedman/		
DATE SIGNED:	08/21/2018		
Total Attachments: 3			
source=Executed Assignment US Trademarks#page1.tif			
source=Executed Assignment US Trademarks#page2.tif			
source=Executed Assignment US Trademarks#page3.tif			

OP \$65.00 2991273

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), is made as of August 15, 2018, by Rose Radiology Centers, Inc., a Florida corporation maintaining a place of business at 4133 Woodlands Parkway, Palm Harbor, FL 34685 (in such capacity, "Assignor"), to Tri-State Imaging FL Holdings, LLC, a Florida limited liability company maintaining a place of business at 8300 W Sunrise Blvd., Plantation, FL 33322 ("Assignee", and collectively with the Assignor, the "Parties").

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the following: (i) all of Assignor's trade names, trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill of the business symbolized for each including those marks listed on Exhibit A attached hereto, (ii) licenses, fees or royalties with respect to each listed on Exhibit A, the use thereof and symbolized thereby (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A (collectively, the "**Trademark Rights**").

WHEREAS, Assignee has requested that Assignor execute an assignment suitable for recording, effective immediately, that assignee is the successor-in interest of the entire right, title and interest in and to the Trademark Rights and that Assignor has no further interest therein;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in the Trademark Rights together with the goodwill of the business symbolized therefor. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks on the date first written above.

Rose Radiology Centers, Inc.


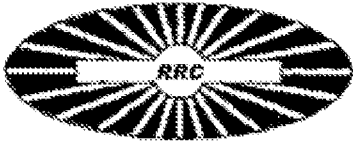
By: 
Name: Rohit Navani
Title: Secretary

Exhibit A
(Trademarks)
(United States)

No.	App/Reg Date	Jurisdiction	Mark	App/Reg Number
1.	September 6, 2005	United States	Word Mark: "Rose Radiology Centers, Inc."	Reg No.: 2991273
2.	March 8, 2005	United States	Word Mark: RRC 	Reg. No.: 2930358