

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MQ Holdings, Inc.		08/30/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	MediQuant-Pro, LLC		
Street Address:	6900 S. Edgerton Road		
Internal Address:	Suite 100		
City:	Brecksville		
State/Country:	OHIO		
Postal Code:	44141		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87849272	ARKPATH	
Registration Number:	5535151	ARKLOAD	
Serial Number:	87452827	COMMONARK	
Registration Number:	5461014	HEALTH DATA STEWARDSHIP	
Serial Number:	87232382	OPENARK	
Registration Number:	4770151	EXTRACT UNIVERSITY	
Registration Number:	4566747	ACCURULES	
Registration Number:	4566701	FIRSTCOMPLY	
Registration Number:	4362602	DATA RETENTION ROADMAP	
Registration Number:	3882227	MEDIQUANT	
Registration Number:	3872149	DATAARK	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	216-363-4168		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Alison K. Evans		
Address Line 1:	200 Public Square		
TRADEMARK			

OP \$290.00 87849272

Address Line 2: Suite 2300
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Alison K. Evans

SIGNATURE: /Alison K. Evans/

DATE SIGNED: 09/19/2018

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of August 30, 2018 (this “**Trademark Assignment**”), is entered into by and between MQ Holdings, Inc., an Ohio corporation with a principal place of business at 6900 S. Edgerton Road, Suite 100, Brecksville, Ohio 44141 (the “**Assignor**”), and MediQuant-Pro, LLC, an Ohio limited liability company with a principal place of business at 6900 S. Edgerton Road, Suite 100, Brecksville, Ohio 44141 (the “**Assignee**”).

RECITALS

WHEREAS, the Assignor is the owner of all rights, title, and interests in the trademarks set forth in the attached Schedule A (the “**Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s rights, title, and interests in and to the Marks;

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

1. The Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Marks, together with all the associated goodwill of its business symbolized by the Marks, and all applications and registrations of the Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks, including infringement of the Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name; provided that, with respect to United States intent-to-use trademark applications set forth in Schedule A, the transfer of such applications accompanies the transfer of the Assignor’s business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing.

2. The Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record the Assignee as the assignee and owner of the Marks, and issue any and all registrations thereon to the Assignee, as assignee of the entire right, title and interest in and to the same.

3. The Assignor will provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and do all acts and take such further action, including the execution, acknowledgment and delivery of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment.

4. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

5. All matters relating to the interpretation, construction, validity and enforcement of this Trademark Assignment shall be governed by and construed in accordance with the domestic

laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

6. Whenever possible, each provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment.

7. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

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SCHEDULE A
Marks

<i>Trademark</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
ARKPATH	3/26/18	87849272			Pending
ARKLOAD	1/3/18	87741513	8/7/18	5535151	Registered
COMMONARK	5/17/17	87452827			Pending (Intent to Use)
HEALTH DATA STEWARDSHIP	7/17/17	87530751	5/1/18	5461014	Registered
OPENARK	11/10/16	87232382			Pending (Intent to Use)
EXTRACT UNIVERSITY	5/23/14	86290239	7/7/15	4770151	Registered
ACCURULES	7/12/13	86008841	7/15/14	4566747	Registered
FIRSTCOMPLY	6/26/13	85970059	7/15/14	4566701	Registered
DATA RETENTION ROADMAP	2/6/13	85842502	7/2/13	4362602	Registered
MEDIQUANT	9/18/09	77829428	11/30/10	3882227	Registered
DATAARK	9/18/09	77829417	11/9/10	3872149	Registered