

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextCare Missouri, LLC		01/02/2019	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Emergency Physicians Professional Association		
Street Address:	4300 MarketPointe Drive, Suite 100		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55435		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4166436	UR	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<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:	(612) 632-3259		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Leah D. Leyendecker		
Address Line 1:	500 IDS Center, 80 South Eighth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Cynthia Hefferan, Paralegal		
SIGNATURE:	/Cynthia Hefferan/		
DATE SIGNED:	01/03/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) between NextCare Missouri, LLC, a Missouri limited liability company, with its principal place of business at 1138 N. Alma School Road, Mesa, Arizona 85201 (“**Assignor**”), and Emergency Physicians Professional Association, a Minnesota corporation, with its principal place of business at 4300 MarketPointe Drive, Suite 100, Bloomington, Minnesota 55435 (“**Company**”), is effective as of January 2, 2019 (“**Effective Date**”).


RECITALS

- A. Assignor is the sole and rightful owner of the trademark and the corresponding registration listed on Exhibit A (collectively, the “**Mark**”).
- B. Company desires to acquire Assignor’s right, title, and interest in and to the Mark.
- C. Assignor and Company are both duly authorized and capable of entering into this Assignment.

AGREEMENT

In consideration of the above recitals and the promises set forth below, the parties agree as follows:

1. **Assignment.**

- 1.1. Assignor hereby transfers and assigns to Company all of Assignor’s right, title, and interest in and to the Mark, together with all associated good will and all related rights, and all registrations and applications for registration of the Mark in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured. 

- 1.2. Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside of the United States to record the transfer of the registration set forth in Exhibit A to Company as recipient of Assignor’s entire right, title, and interest therein.

- 1.3. Assignor further agrees, upon the request and at the expense of Company, to:
 - (i) cooperate with Company in the protection of the trademark rights in the Mark;
 - (ii) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and
 - (iii) perform such other acts as Assignee lawfully may request to obtain or maintain the Mark.

2. **Governing Law.** This Assignment is governed by, and is to be construed in accordance with, the law of the State of Minnesota, without regard to choice of law or conflict of law principles.
3. **Severability.** If any provision of this Assignment is held to be illegal or unenforceable, it shall be deemed amended to conform to applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Assignment shall continue in full force and effect.
4. **Entire Agreement.** This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

The parties have executed this Assignment as of the Effective Date.

Assignor:
NextCare Missouri, LLC

Signature: 
By: John Julian
Its: President & CEO

Assignee:
Emergency Physicians Professional Association


Signature: 
By: Tracy K. Lissman
Its: EVP, CEO

EXHIBIT A

UNITED STATES TRADEMARK	SERIAL NO.	REGISTRATION NO.
UR	Ser. No. 85125057	Reg. No. 4166436