

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Digestive Disease Consultants, PLLC		02/27/2019	Professional Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	The GI Alliance Management, LLC		
Street Address:	620 E. Southlake Boulevard		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88199125	GI ALLIANCE	
Serial Number:	88056975	THE GI ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	3128622000		
<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:	(312) 862-3815		
Email:	michelle.foy@kirkland.com		
Correspondent Name:	Michelle Foy, Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	45907-1		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	03/21/2019		
Total Attachments: 4			
source=TGIA - ITU Trademark Assignment Agreement (Executed)#page1.tif			
source=TGIA - ITU Trademark Assignment Agreement (Executed)#page2.tif			
source=TGIA - ITU Trademark Assignment Agreement (Executed)#page3.tif			

CH \$65.00 88199125

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) is made and entered into as of February 27, 2019 (“Effective Date”) by and between Texas Digestive Disease Consultants, PLLC, a Texas professional limited liability company, located at 8267 Elmbrook DR., STE. 200, Dallas, TX 75247 (“Assignor”), and The GI Alliance Management, LLC, a Delaware limited liability company, located at 620 E. Southlake Boulevard, Southlake, TX 76092 (“Assignee”) (each a “Party” and together the “Parties”).

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Restructuring Agreement, dated November 2, 2018 (“Agreement”), pursuant to which ASSIGNOR transferred to ASSIGNEE all right, title and interest in and to the non-clinical business of ASSIGNOR (the “Business”).

WHEREAS, the transferred Business includes all right, title and interest to the applications identified in Schedule A (the “Trademarks”), together with any other registrations and applications for registration of the Trademarks, and the goodwill of the business symbolized by the Trademarks.

WHEREAS, pursuant to Section 5.12 of the Agreement each Party shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the transactions contemplated in the Agreement.

WHEREAS, the Parties wish to execute this Assignment to further accomplish the transaction contemplated in the Agreement, and to update the applications for the Trademarks to reflect the change in ownership.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, ASSIGNOR does hereby irrevocably sell, assign, grant and transfer to ASSIGNEE, its entire worldwide right, title and interest in and to the Trademarks, including all common law rights, along with the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, as assignee of its entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment. The Trademarks are being assigned as part of the entire business or portion thereof to which the Trademarks pertain as required by Section 10 of the Trademark Act, 15 U.S.C. § 10650.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer the said trademark record(s) to the ASSIGNEE as owner of all right, title and interest therein, or otherwise as the ASSIGNEE may direct, in accordance with the terms of this Assignment.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNEE

The GI Alliance Management, LLC

By: _____

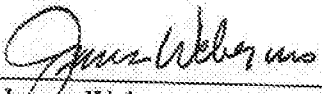
Name: Bryan Rhodes

Title: Chief Administrative Officer and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

Texas Digestive Disease Consultants, PLLC

By: 
Name: Dr. James Weber
Title: President and Secretary

TRADEMARK

REEL: 006597 FRAME: 0811

SCHEDULE A

Mark	Serial No.	Filing Date
GI ALLIANCE	88199125	11/19/2018
THE GI ALLIANCE	88056975	7/29/2018