

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sarah D. Atkinson, MD, PLLC		04/11/2019	Professional Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	ERG Finger Lakes Clinical Research, LLC		
Street Address:	885 South Winton Road		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14618		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4672363	MEDICINE, MOVING FORWARD	
CORRESPONDENCE DATA			
Fax Number:	3175925453		
<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:	317-236-5882		
Email:	h.banta@icemiller.com, ipdocket@icemiller.com, Ryan.Wilkinson@icemiller.com		
Correspondent Name:	Holiday W. Banta, Ice Miller LLP		
Address Line 1:	One American Square		
Address Line 2:	Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Holiday W. Banta		
SIGNATURE:	/Holiday W. Banta/		
DATE SIGNED:	05/30/2019		
Total Attachments: 3			
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OP \$40.00 4672363

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”), is effective as of April 11, 2019 between Sarah D. Atkinson, MD, PLLC, a New York professional limited liability company (“Assignor”), and ERG Finger Lakes Clinical Research, LLC, a Delaware limited liability company (“Assignee”). Assignee and Assignor are referred to herein individually as a “Party” and collectively, as the “Parties”.

RECITALS:

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title and interest in and to Assignor’s rights that are inherent in or relating to the U.S. trademark assets in Exhibit A that are owned by Assignor; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all U.S. trademark assets in Exhibit A that are owned by Assignor as set forth below.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind in and to the U.S. trademarks, service marks, trade names, trade dress, and all applications therefore that are used in connection with Assignor’s business (each, a “Mark” and collectively, the “Marks”), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States, now or hereafter in effect.

2. **Rights**. The foregoing assignment includes any and all renewals thereof, together with the right to bring suit and collect for past, present and future infringements thereof.

3. **Further Assurances**. Assignor shall, without further consideration, execute any additional documents as may be reasonably requested by Assignee to prove and record this Assignment.

4. **Binding Effect**. This assignment and all terms hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal and legal representatives, successors and assigns.

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


6. **Facsimile Signatures**. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

SARAH D. ATKINSON, MD, PLLC

By: 
Name: Sarah D. Atkinson, M.D.
Title: Sole Member and Authorized Signatory

ASSIGNEE:

**ERG FINGER LAKES CLINICAL
RESEARCH, LLC**

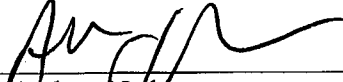
By: 
Name: Andrew Nathanson
Title: Chief Financial Officer

EXHIBIT A

MEDICINE MOVING FORWARD	85887549	4672363	Sarah D. Atkinson, MD, PLLC, a New York professional limited liability company 885 S. Winton Rd., Rochester, New York 14618