

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Management Services On-Call, Inc.		07/08/2019	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MSOC, LLC		
<b>Street Address:</b>	5963 Exchange Drive		
<b>Internal Address:</b>	Suite 114		
<b>City:</b>	Sykesville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21784		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4336606	MSOC HEALTH	
<b>Registration Number:</b>	4336605	EMPOWERING THE BUSINESS OF MEDICINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5184877777		
<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>			
<b>Phone:</b>	518-487-7618		
<b>Email:</b>	mricciardi@woh.com		
<b>Correspondent Name:</b>	Martin J. Ricciardi		
<b>Address Line 1:</b>	One Commerce Plaza		
<b>Address Line 4:</b>	Albany, NEW YORK 12260		
<b>NAME OF SUBMITTER:</b>	Martin J. Ricciardi		
<b>SIGNATURE:</b>	/martin j. ricciardi/		
<b>DATE SIGNED:</b>	07/10/2019		
<b>Total Attachments: 5</b>			
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TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “**Trademark Assignment**”) is made as of July 8, 2019, by and between Management Services On-Call, Inc., a North Carolina corporation (“**Assignor**”) and MSOC, LLC, a Delaware limited liability company (the “**Assignee**”).

**WITNESSETH:**

**WHEREAS**, Assignor owns the trademarks and service marks listed on Schedule A attached hereto (the “**Trademarks**”) that are registered with the United States Patent and Trademark Office;

**WHEREAS**, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignor, Assignee, and certain other parties thereto, Assignor has agreed to convey and transfer certain Intellectual Property Rights, including, without limitation, the Trademarks, to Assignee; and

**WHEREAS**, Assignee desires to acquire all rights, title and interests in, to and under the Trademarks and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and conveys to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the Business connected with and symbolized by the Trademarks and all rights and powers arising or accrued therefrom.

3. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

4. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademarks. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or Assignee beyond those already specified in or contemplated by the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms

and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Trademark Assignment may be executed in multiple counterparts, each of which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be deemed an original and all of which shall be deemed, collectively, as one agreement.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

ASSIGNOR:

MANAGEMENT SERVICES ON-CALL, INC.

By: *C. M. Cox III*  
Name: Cameron M. Cox, III  
Title: President

State of North Carolina )  
County of Orange )

Then personally appeared Cameron M. Cox, III the President of the above named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 26th of June, 2019.



*Karen S. Vanderlinden*  
Notary Public Karen S. Vanderlinden  
My commission expires: 5/2/2023

ASSIGNEE:

MSOC, LLC

By: 

Name: Stephen Grubbs

Title: Chief Executive Officer

SCHEDULE A  
TO  
TRADEMARK/SERVICE MARK ASSIGNMENT

<b>Trademark / Service mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Date of Registration</b>
MSOC Health	4,336,606	76712486	May 21, 2013
Empowering the business of medicine	4,336,605	76712485	May 21, 2013