

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akumin Imaging Texas, LLC		08/16/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Southwest X-Ray, LP		
Street Address:	10501 Gateway West, Suite 140		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79925		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4613891	SOUTHWEST X-RAY	
Registration Number:	4858604	SOUTHWEST X RAY AFFORDABLE ADVANCED TECH	
Registration Number:	4654531	SOUTHWEST I.T. SOLUTIONS	
Registration Number:	4706743	SOUTHWEST I.T. SOLUTIONS	
Registration Number:	4405990	SOUTHWEST X RAY	
Registration Number:	3932868		
Registration Number:	3866646	SOUTHWEST X RAY	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	ipdocketorangecounty@mwe.com		
Correspondent Name:	Sarah E. Bro - McDermott Will & Emery		
Address Line 1:	18565 Jamboree Road, Suite 250		
Address Line 2:	Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	107852-0013		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		

CH \$190.00 4613891

DATE SIGNED:	08/30/2019
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Total Attachments: 8

- source=Cactus - IP Assignment and Assumption Agreement (EXECUTED)#page1.tif
- source=Cactus - IP Assignment and Assumption Agreement (EXECUTED)#page2.tif
- source=Cactus - IP Assignment and Assumption Agreement (EXECUTED)#page3.tif
- source=Cactus - IP Assignment and Assumption Agreement (EXECUTED)#page4.tif
- source=Cactus - IP Assignment and Assumption Agreement (EXECUTED)#page5.tif
- source=Cactus - Schedule A to Assignment and Assumption of IP#page1.tif
- source=Cactus - Schedule A to Assignment and Assumption of IP#page2.tif
- source=Cactus - Schedule A to Assignment and Assumption of IP#page3.tif

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") is entered into effective August 16, 2019, by and among Akumin Imaging Texas, LLC ("Assignee") and Southwest X-Ray, LP ("Assignor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated as of August 2, 2019, by and among Assignors and Assignee, among others (the "Purchase Agreement").

RECITALS:

A. Pursuant to the Purchase Agreement, Assignor has agreed to assign to the Assignee all of the Assignor's rights, title and interest in, and all of the rights, benefits and advantages of Assignor derived from the Intellectual Property set forth in Schedule A hereto (the "**Purchased Intellectual Property**") as at and from the date of this Assignment, and Assignee has agreed to assume, perform and discharge all of the duties, obligations and liabilities of Assignor in respect of the Purchased Intellectual Property relating to the period commencing on and after the date of this Assignment, in each case on and subject to the terms and conditions hereinafter set forth.

B. The parties hereto are entering into this Assignment to satisfy a condition to the Closing of the transactions contemplated by the Purchase Agreement.

IN CONSIDERATION of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Section 1 Assignment. Assignor hereby assigns, transfers, conveys and makes over absolutely to Assignee, effective as, at and from the Effective Time, all of such Assignor's right, title and interest in, and all of the rights, benefits and advantages of such Assignor derived from the Purchased Intellectual Property

Section 2 Assumption. Assignee hereby assumes, as, at and from the Effective Time, all of Assignor's duties, obligations and liabilities in respect of the Purchased Intellectual Property to the extent they relate to the period commencing on and after the Effective Time and are to be observed, performed or discharged on or after the Effective Time.

Section 3 Indemnification by Assignor. Assignor shall indemnify and save Assignee harmless from any and all costs, claims, expenses, losses, liabilities and damages incurred, suffered or sustained by Assignee in connection with the non-observance and/or non-performance by Assignor of any of their duties, obligations and/or liabilities in respect of the Purchased Intellectual Property prior to the Effective Time.

Section 4 Indemnification by Assignee. Assignee shall indemnify and save Assignor harmless from any and all costs, claims, expenses, losses, liabilities and damages incurred, suffered or sustained by Assignor in connection with the non-observance and/or non-performance by Assignee of any of its duties, obligations and/or liabilities in respect of the Purchased Intellectual Property as and from the Effective Time.

Section 5 Irrevocable Assignment. Assignor's assignment and Assignee's assumption pursuant to this Assignment are made for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and are coupled with an interest; therefore, the assignment and assumption contained herein are irrevocable.

Section 6 Remedies. Assignor's and Assignee's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Purchase Agreement.

Section 7 Entire Agreement. This Assignment supersedes any and all prior agreements, either oral or written, between the parties with respect to the subject matter of this Assignment (including any term sheet or similar agreement or document relating to the transaction contemplated hereby) other than any such agreements included in the Purchase Agreement. This Assignment, together with the Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof.

Section 8 Waiver. Any term or condition of this Assignment may be waived at any time by the party which is entitled to the benefit thereof. Any such waiver must be in writing and must be duly executed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach, provision or requirement on any other occasion.

Section 9 Amendment. This Assignment may be modified or amended only by a written instrument duly executed by each of the parties hereto.

Section 10 Counterparts and Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto. Facsimile signatures on this Assignment shall be deemed to be original signatures for all purposes.

Section 11 No Third Party Beneficiary. The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto and their respective permitted successors and assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person or entity.

Section 12 Binding Effect. This Assignment shall be binding upon and will inure to the benefit of the parties and their respective permitted successors and assigns.

Section 13 Governing Law. The parties agree that this Assignment shall be governed by and construed in accordance with the Laws of the State of Texas without giving effect to any choice or conflicts of law provision or rule thereof. EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

Section 14 Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter. No provision of this Assignment shall be interpreted for or against either

party hereto on the basis that such party was the draftsman of such provision, each party having participated equally in the drafting hereof, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

Section 15 Headings. The headings used in this Assignment have been inserted for convenience and do not constitute provisions to be construed or interpreted in connection with this Assignment.

Section 16 Severability; Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law and if the rights or obligations of Assignor or Assignee under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 17 Conflicts Between Agreements. This Assignment is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

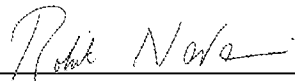
Section 18 Successors and Assigns. This Assignment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignors and Assignee.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment.

ASSIGNEE:

AKUMIN IMAGING TEXAS, LLC

By: 
Name: Rohit Navani
Title: Chief Operating Officer

ASSIGNOR:

**SOUTHWEST X-RAY, LP, by its general
partner, SOUTHWEST X-RAY
MANAGEMENT, LLC**

By: _____
Name: J. Fernando Escarzaga
Title: Chief Executive Officer

[Signature Page to IP Assignment and Assumption]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment.

ASSIGNEE:

AKUMIN IMAGING TEXAS, LLC

By: _____

Name: Rohit Navani

Title: Chief Operating Officer

ASSIGNOR:

SOUTHWEST X-RAY, LP, by its general
partner, SOUTHWEST X-RAY
MANAGEMENT, LLC

By: _____

Name: J. Fernando Escarzaga

Title: Chief Executive Officer

[Signature Page to IP Assignment and Assumption]

**SCHEDULE A
TO ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY**

PURCHASED INTELLECTUAL PROPERTY

Any and all registered and unregistered rights of Southwest X-Ray, LP, and of Southwest X-Ray Management, LLC held in its capacity as general partner of Southwest X-Ray, LP, granted, applied for or otherwise now or hereafter in existence under, arising out of, or related to any patent, copyright, trademark, trade secret or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, including software (whether hosted or installed on any hardware, in source code, object code or other form, computerized databases or other compilations, algorithms, user interfaces, command structures, report formats, templates, menus, architecture, development tools and all related documentation), web site content, domain names, uniform resource locators, social media accounts and social media pages, service marks, trade names (including fictitious, assumed and d/b/a names), certification marks, trade dress, collective marks, and other proprietary rights to any words, names, slogans, symbols, logos or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services; and the goodwill of the business associated with each of the foregoing, and, whether or not confidential, all business information (including ideas, research and development information, know-how, formulas, compositions, technical data, designs, drawings, specifications, research records, records of inventions, test information, financial, marketing and business data, customer and supplier lists and information, databases and data collections, pricing and cost information, business and marketing plans and proposals), the right to use the names and likenesses of natural persons and publicity and privacy rights generally, copies and tangible embodiments thereof (in whatever form or medium), and the right to sue for past, present and future infringement, misappropriation, dilution, or other violation thereof, including without limitation each of the following:

A. Trademarks

Word mark "Southwest X-Ray" registered with the United States Patent and Trademark Office as serial number 86224867, with registration date September 30, 2014 and registration number 4613891.

Word Mark "Southwest X Ray Affordable Advanced Technology" and design below registered with the United States Patent and Trademark Office as serial number 86592887, with registration date November 24, 2015 and registration number 4858604



Word mark "Southwest I.T. Solutions" registered with the United States Patent and Trademark Office as serial number 86208738 with registration date December 9, 2014 and registration number 4654531.

Word Mark "Southwest I.T. Solutions" and design below registered with the United States Patent and Trademark Office as serial number 86208740, with registration date March 24, 2015 and registration number 4706743



Word Mark "Southwest X Ray" and design below registered with the United States Patent and Trademark Office as serial number 85799005, with registration date September 24, 2013 and registration number 4405990



Design below registered with the United States Patent and Trademark Office as serial number 85054358, with registration date March 15, 2011 and registration number 3932868



Word Mark "Southwest X Ray" and design below registered with the United States Patent and Trademark Office as serial number 77871694, with registration date October 26, 2010 and registration number 3866646



B. Domain Names

swxrayonline.com

southwestxray.com

C. Social Media

LinkedIn account "Southwest x-ray, LP"