

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team Health, Inc.		12/31/2014	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Team Health, LLC		
Street Address:	265 Brookview Centre Way		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37919		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88530677	ACCESSNURSE	
Registration Number:	5881338	BEYOND CLINICAL MEDICINE WHAT THEY DON'T	
Registration Number:	4040100	HEALTH CARE FINANCIAL SERVICES OF TEAMHE	
Registration Number:	4961376	ITEAM	
Registration Number:	3917746	OPTIMETRIX	
Serial Number:	87892218	PRACTICE MADE PERFECT	
Registration Number:	2489975	TEAM HEALTH	
Registration Number:	4939876	TEAM HEALTH	
Registration Number:	3802032	TEAM HEALTH	
Registration Number:	4691356	THIS TEAMHEALTH INTEGRATED SERVICES	
Registration Number:	5608504	ZENITH	
CORRESPONDENCE DATA			
Fax Number:	2054886267		
<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:	205-521-8267		
Email:	devans@bradley.com		
Correspondent Name:	Donita Evans		
Address Line 1:	1819 Fifth Avenue North		
Address Line 2:	Bradley Arant Boulton Cummings LLP		

OP \$290.00 88530677

Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER: 203740-301001

NAME OF SUBMITTER: Donita Evans

SIGNATURE: /Donita Evans/

DATE SIGNED: 10/22/2019

Total Attachments: 15

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**PLAN OF ENTITY CONVERSION OF
TEAM HEALTH, INC.**

Pursuant to the provisions of Section 48-21-110 et seq. of the Tennessee Business Corporation Act, the following is the Plan of Entity Conversion (this "Plan") to convert Team Health, Inc. (the "Corporation") to a limited liability company:

1. The surviving entity will be a limited liability company organized under the laws of the State of Tennessee.

2. The name of the surviving entity will be Team Health, LLC (the "LLC").

3. The terms and conditions of the conversion are:

(a) Effective Date of Conversion. The effective date and time of the conversion shall be at 11:49 p.m. Eastern Standard Time on December 31, 2014 (the "Effective Time").

(b) Effect of Conversion. The conversion of the Corporation into a limited liability company shall not affect any debts, liabilities, or obligations of the Corporation incurred prior to its conversion to a domestic limited liability company, and the shareholder will not become subject to any owner liability. Pursuant to Section 48-249-703(e) of the Tennessee Revised Limited Liability Company Act, the conversion shall also have the following effects:

i. The rights, privileges and powers of the Corporation and all property of the Corporation, real, personal and mixed, and all debts due to the Corporation, as well as all other things and causes of action belonging to the Corporation, shall as of the Effective Time be and remain vested in the LLC and shall be the property of the LLC.

ii. The title to any real property vested by deed, or otherwise, in the Corporation shall not revert, or in any way be impaired by the conversion.

iii. All rights of creditors, and all liens upon any property of the Corporation, shall be unimpaired.

iv. All debts, liabilities and obligations of the Corporation shall remain attached to the LLC, and may be enforced against it to the same extent as if the debts, liabilities and obligations had originally been incurred or contracted by the LLC.

v. Any proceeding against the Corporation may be continued against the LLC as if the conversion had not occurred.

vi. The rights, privileges, powers and interests in property of the Corporation, as well as the debts, liabilities and obligations of the Corporation, shall not be deemed, as a consequence of the conversion, to have been transferred to the LLC for any purpose of the laws of the State of Tennessee.

4. The manner and basis of converting the shares of the Corporation into membership interest units of the LLC is as follows:

(a) The shareholder of the Corporation will receive one (1) unit of membership interest in the LLC in exchange for all shares of the issued and outstanding common stock of the Corporation held by the shareholder; and

(b) Each share of capital stock of the Corporation, whether voting or non-voting (or held in the Corporation's treasury) shall be cancelled.

5. The Articles of Entity Conversion and Certificate of Conversion (the full text of which is attached as Exhibit A), the Articles of Organization of the LLC (the full text of which is attached as Exhibit B), and the Operating Agreement of the LLC (the full text of which is attached as Exhibit C), as each document will be in effect immediately after consummation of the conversion, are hereby adopted and incorporated into this Plan.

6. This Plan may be amended prior to the filing of the Articles of Entity Conversion and Certificate of Conversion with the Tennessee Secretary of State, except that subsequent to the approval of the Plan by the shareholder, the Plan may not be amended to change:

(a) The amount or kind of membership interests to be received under the plan by the shareholder;

(b) The Articles of Organization of Team Health, LLC in effect immediately following the conversion, except for changes permitted by provisions of the Tennessee Revised Limited Liability Company Act; and

(c) Any other terms of this Plan if such change would adversely affect the shareholder in any material respect.

IN WITNESS WHEREOF, the undersigned has executed this Plan as of the date set forth above.

Dated: December 31, 2014.

Team Health, Inc.

By: _____

Its: _____

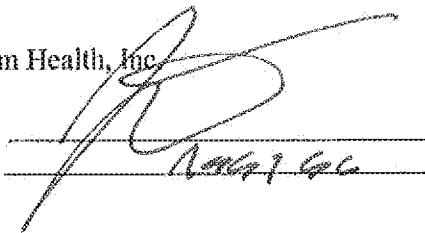


Exhibit A
Articles of Entity Conversion and Certificate of Conversion

See attached.

Exhibit B
Articles of Organization of Team Health, LLC

See attached.

Exhibit C
Operating Agreement of Team Health, LLC

See attached.

Sherry Witt
Register of Deeds
Knox County

ARTICLES OF ENTITY CONVERSION
AND
CERTIFICATE OF CONVERSION
OF
TEAM HEALTH, INC.
(Control #277404)

FILED

Pursuant to the provisions of Section 48-21-112(a) of the Tennessee Business Corporation Act, and Section 48-249-703 of the Tennessee Revised Limited Liability Company Act, the undersigned corporation, Team Health, Inc. (the "Corporation"), hereby submits these Articles of Entity Conversion and Certificate of Conversion:

1. The name of the Corporation immediately before the filing of these Articles of Entity Conversion and Certificate of Conversion is Team Health, Inc. (Control #277404). The name to which the Corporation is to be changed is:

Team Health, LLC

2. The jurisdiction in which the Corporation was formed is Tennessee, its date of formation is March 29, 1994, and its business type is a corporation.

3. The type of unincorporated entity that the survivor will be is a limited liability company.

4. The plan of entity conversion was duly approved by the directors and the sole shareholder of the Corporation in the manner required by the Tennessee Business Corporation Act and the charter and bylaws of the Corporation.

5. Attached as Exhibit A hereto are the Articles of Organization for the surviving limited liability company.

6. This document is to be effective at 11:49 p.m. Eastern Standard Time on December 31, 2014.

Dated: December 22, 2014.

Team Health, Inc.

By: _____

Its: _____
Asst. Sec



Knox County Page: 1 of 3
REC'D FOR REC 01/09/2016 10:54:19AM
RECORD FEE: \$7.00
M. TAX: \$0.00 T. TAX: \$0.00

201501090036876

TRADEMARK
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201501090036876

Exhibit A

FILED

**ARTICLES OF ORGANIZATION
OF
TEAM HEALTH, LLC**

The undersigned person, acting as organizer of a limited liability company under the Tennessee Revised Limited Liability Company Act (the "Act"), adopts the following Articles of Organization for such company:

1. The name of the limited liability company (the "LLC") is:

Team Health, LLC

- 2a. The street address of the LLC's registered office is:

2908 Poston Ave
Nashville, Tennessee 37203
Davidson County

- 2b. The LLC's initial registered agent to be located at such office is The Prentice-Hall Corporation System, Inc.

3. The street address of the LLC's principal executive office is:


Attention: Legal
265 Brookview Centre Way, Suite 400
Knoxville, Tennessee 37919
Knox County

4. The LLC will be member-managed.

5. The existence of the LLC shall become effective at 11:49 p.m. Eastern Standard Time on December 31, 2014, and upon the filing of Articles of Entity Conversion and Certificate of Conversion with the Tennessee Secretary of State by Team Health, Inc.

Dated: December 22, 2014.

John Stair, Organizer


Page: 2 OF 3
201501090036876

TRADEMARK
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2014-12-23/2014 2:22 PM RECEIVED BY TENSSESSE SECRETARY OF STATE THE REEL



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Team Health, LLC
ATTN: LEGAL
STE 400
265 BROOKVIEW CENTRE WAY
KNOXVILLE, TN 37919-4052

December 23, 2014

Control # 277404

Effective Date: 12/31/2014

Document Receipt

Receipt #: 1748586

Filing Fee: \$400.00

Payment-Account - LONDON & AMBURN PC, KNOXVILLE, TN

\$400.00

ACKNOWLEDGMENT OF CONVERSION

TEAM HEALTH, INC. converted from a **TENNESSEE For-profit Corporation** to
Team Health, LLC
a **TENNESSEE Limited Liability Company**

This will acknowledge the filing of the attached Articles of Conversion with an effective date as indicated above.

When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

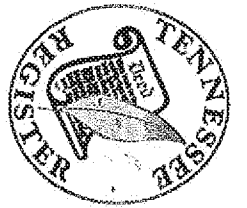
Tre Hargett
Secretary of State

Processed By: Kevin Rayburn

Page: 3 OF 3
201501090036876

Phone (615) 741-2286 * Fax (615) 741-7310 * Website: <http://tnbear.tn.gov/>

TRADEMARK
REEL: 006777 FRAME: 0112



CUSTOMER RECEIPT - RECORDING SERVICES

KNOX County Register of Deeds

SHERRY WITT

Customer Name : LONDON & AMBURN

MAIL ENVELOPE PROVIDED

LONDON & AMBURN
607 MARKET ST
SUITE 900
KNOXVILLE TN 37902

TRADEMARK

REEL: 006777 FRAME: 0113

Receipt Number: T20150001149
Date/Time: 01/09/2015 10:46:23
Method Received: Walk-In
Clerk: Penny

Transaction Detail

Instrument Number	Instrument Type	Gen. Fee	Equip. Fee	Transfer Tax	Mortgage Tax	Copy	Cert. Copy	Conv. Fee	# Pgs	Consideration	Subtotal
201501090036876	CORP	\$5.00	\$2.00	\$0.00	\$0.00	N	N	\$0.00	3		\$7.00
First Party Name		STATE OF TENNESSEE									
Second Party Name		TEAM HEALTH INC									

Payment Information

Method of Payment	Payment Control ID	Authorized Agent	Amount
Check	39078		\$105.00

AMOUNT PAID: \$105.00
 LESS AMOUNT DUE: \$105.00
 CHANGE RECEIVED: \$0.00

**OPERATING AGREEMENT
OF
TEAM HEALTH, LLC**

This Operating Agreement (this "Agreement") is made as of December 31, 2014, by and between HealthFinance, L.P. (the "Member") and Team Health, LLC (the "Company").

WHEREAS, the Member desires to form a limited liability company under the laws of the State of Tennessee and to conduct certain business as a limited liability company; and

WHEREAS, pursuant to the provisions of the Act, the Member does now desire to make and enter into this Operating Agreement;

NOW, THEREFORE, the Member and the Company agree as follows:

SECTION 1 - DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

"Act" means the Tennessee Revised Limited Liability Company Act, as amended.

"Agreement" has the meaning set forth in the preamble.

"Articles of Organization" means the Company's Articles of Organization, as amended or restated.

"Company" has the meaning set forth in the preamble.

"Fiscal Year" means the fiscal year adopted by the Company.

"Losses" means the excess of all expenses of the Company over all income of the Company (including the amount of any losses recognized by the Company on the sale or other disposition of property) during a calendar year, all as determined in accordance with the method of accounting utilized by the Company for federal income tax purposes.

"Member" has the meaning set forth in the preamble.

"Person" means any individual, corporation, partnership, limited liability company, trust, estate or other entity.

"President" means such individual as is elected by the Member to fill such position.

"Profits" means the excess of all income of the Company over all expenses of the Company (including the amount of any gains recognized by the Company on the sale or other

disposition of property) during a calendar year, all as determined in accordance with the method of accounting utilized by the Company for federal income tax purposes.

SECTION 2 - GENERAL

2.1 Formation. The Member has formed a limited liability company under and pursuant to the Act by filing Articles of Organization with the Tennessee Secretary of State on December 31, 2014. The Company shall file any certificates as may be required to conduct business in any state. The Member is the sole member of the Company.

2.2 Name. The name of the Company shall be Team Health, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Member may from time to time determine. The Company shall file any fictitious name certificates as may be required to conduct business in any state.

2.4 Principal Place of Business. The principal place of business of the Company shall be 265 Brookview Centre Way, Suite 400, Knoxville, Tennessee. The Company may have such other places of business as the Member shall, from time to time, deem advisable.

2.4 Purpose. The Company may engage in any and all lawful business activities whatsoever, or which shall be conducive to or expedient for the protection or benefit of the Company or its property, and the Company may exercise all powers necessary to, connected with, or incident to the accomplishment of any business that may lawfully be conducted by limited liability companies under the Act.

SECTION 3 - LIMITED LIABILITY

The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as otherwise provided by applicable state law, the Member shall not be required to lend any funds to the Company or to make any capital contributions to the Company.

SECTION 4 - ALLOCATIONS OF PROFITS AND LOSSES

All Profits and Losses of the Company will be allocated to the Member for both accounting and tax purposes.

SECTION 5 - DISTRIBUTIONS

All cash flow of the Company shall be distributed to the Member at such times as the Member may determine. The term "Distribution" does not include amounts paid to or for the benefit of Member as compensation or benefits for services rendered by them in that person's capacity as a member, director, officer, or agent.

SECTION 6 – TAX CLASSIFICATION

Notwithstanding anything contained herein to the contrary, the Member recognizes and intends that for Federal income tax purposes, the Member shall constitute the single owner of the Company for Federal income tax purposes. The Company shall constitute an entity which for Federal income tax purposes is disregarded as an entity separate from the Member in accordance with Treasury Regulations Section 301.7701-3(b)(ii). In the event that the Member and the Company desire to change the tax classification of the Company (including in connection with any event resulting in the Company having more than one Member), the Member and the Company shall make all available elections, and take all available actions, to cause the Company to be so treated in a manner consistent with such classification.

SECTION 7 - MANAGEMENT

7.1 Management of the Company. The Company shall be managed by the Member and the Member shall have full, exclusive and complete charge of all affairs and business of the Company and of the management and control of the Company. The Member shall have all the rights and powers as are conferred by law or as it deems necessary, advisable or convenient in managing the business and affairs of the Company.

7.2 Qualification and Election of Officers. The Member shall elect a President and any other officer that the Member considers necessary or desirable for the operation and management of the Company to serve at the pleasure of the Member until his or her earlier termination (with or without cause), resignation or death. Officers must be individuals but need not be residents of this state. Any such offices may be held by one or more persons.

7.3 Business Relationships with Company. The Company may enter into any contract, agreement, lease or other arrangement for the furnishing to or by the Company of goods, services or space with the Member, or any party or entity which is related to or affiliated with the Member, or which is directly or indirectly owned or controlled by the Member or by a party or entity related to or affiliated with the Member, to the extent permitted under the Act.

7.4 Indemnity. Subject to the limitations of the Act, the Company shall indemnify and advance expenses to each present and future Member or officer (and such officer's heirs, estate, executors or administrators) to the full extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted. The Company may indemnify and advance expenses to any employee or agent of the Company to the same extent as to the Member or an officer, if the Member determines that it is in the best interests of the Company to do so. The Company shall also have the power to contract with the Member or any individual officer, employee, or agent for whatever additional indemnification the Member shall deem appropriate.

SECTION 8 - MEMBER MEETINGS

8.1 Annual Meeting. Annual meetings of the Member are not required. Any meeting of the Member shall be held at such date, time and place, either within or without this state, as is designated by the Member.

8.2 Special Meetings. A special meeting of the Member may be called by the President or the Member by giving written notice to the Member in accordance with the provisions of the Act. The meeting may be held on the date and time and at the place fixed by the person calling the meeting. Provided, however, that a meeting called by or at the demand of the Member must be held in the county in which the principal executive office is located. The business transacted at any such special meeting shall be limited to the purposes stated in the notice of the meeting.

8.3 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Member may be taken without a meeting by action on written consent as provided in the Act. Any such action taken shall have the effect of a meeting and vote.

SECTION 9 - TERM, TERMINATION AND WINDING UP

9.1 Term. The term of the Company shall commence on the date of the filing of the Articles of Organization with the Secretary of State and shall continue perpetually, unless earlier terminated in accordance with the provisions of this Agreement.

9.2 Dissolution of the Company. The Company shall dissolve and commence winding up its affairs upon (i) the decision of the Member to dissolve the Company or (ii) upon the occurrence of any other event which under the laws of the State of Tennessee would cause the Company's dissolution, winding up, and liquidation.

9.3 Winding Up Affairs on Dissolution. Upon dissolution of the Company, the Member shall be responsible for overseeing the winding up and liquidation of the Company and shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the Company. After paying or providing for the payment of all liabilities and obligations of the Company, the Member shall distribute the assets of the Company as provided by the terms of this Agreement.

9.4 Distribution Upon Dissolution. Upon dissolution of the Company and the sale of its assets, the proceeds of such sale of the assets of the Company shall be allocated as set forth below:

9.4.1 Liabilities and Expenses. To pay all outstanding liabilities and expenses of the Company, including, without limitation, those liabilities and expenses related to real or personal property or interests therein acquired by the Company which are not assumed by the succeeding owner of such property;

9.4.2 Reserves. To establish such reserves for unknown or contingent liabilities as the Member may determine, which, at the expiration of a period the Member deems appropriate, will be distributed in the manner provided in Section 9.4.3; and

9.4.3 Remaining Balance. Any remaining balance shall be distributed to the Member.

SECTION 10 - FISCAL MATTERS

10.1 Books and Records. Full and accurate books and records of the Company (including without limitation all information and records required by the Act) shall be maintained at the Company's principal executive office showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Company's business and affairs.

10.2 Accounting Decisions. All decisions as to accounting matters, except as expressly provided in this Agreement, shall be made by the Member.

SECTION 11 - MISCELLANEOUS

11.1 Notices. Any communications required or desired to be given pursuant to this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or first class mail, to the address below, or hand-delivered to the party to whom it is to be given. Any party may change such address by written notice to the other party. Any notice or other communication given by certified or first class mail shall be deemed given two days after mailing, except for a notice changing a party's address which shall be deemed given at the time of receipt.

If to Member: 265 Brookview Centre Way, Suite 400
Knoxville, Tennessee 37919
Attention: Legal

If to the Company: 265 Brookview Centre Way, Suite 400
Knoxville, Tennessee 37919
Attention: Legal

Notwithstanding anything in this Agreement to the contrary, if actual written notice is received, regardless of the means of transmittal, such notice shall be deemed to be acceptable and effective as proper notice as of the date of receipt under this Section 11.1.

11.2 Section Headings. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, amplify or limit the scope, extent or intent of this Agreement or any provision hereof.

11.3 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the

legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, and unenforceable provisions there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.4 Governing Law. The Member intends that the laws of the State of Tennessee shall govern the determination of the validity of this Agreement and the construction of its terms.

11.5 Amendments to this Agreement. This Agreement may be amended by written action taken by the Member at any time.

11.6 Rights of Creditors and Third Parties. The Agreement is entered into by the Member and the Company for the exclusive benefit of the Company and Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. No such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member.

IN WITNESS WHEREOF, the Member and the Company have executed this Agreement effective as of the date set forth above.

MEMBER:

COMPANY:

HealthFinance, L.P.

Team Health, LLC

By: THHF, LLC, its general partner

By: _____

By: _____

Its: _____

Its: _____