

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maryland Vein Professionals, LLC		03/11/2020	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	CVR Management, LLC		
Street Address:	17474 Greenway Center Drive		
Internal Address:	Suite 1000		
City:	Greenbelt		
State/Country:	MARYLAND		
Postal Code:	20770		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4640828	MARYLAND VEIN PROFESSIONALS	
Registration Number:	3585051	MARYLAND VEIN PROFESSIONALS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	aprilwhite@paulhastings.com		
Correspondent Name:	April White		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	April White		
SIGNATURE:	/April White/		
DATE SIGNED:	03/11/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”) is made and entered into as of March 11, 2020 by and between CVR Management, LLC, a Delaware limited liability company having a principal place of business at 17474 Greenway Center Drive, Suite 1000, Greenbelt, Maryland 20770 (“*Assignee*”) and Maryland Vein Professionals, LLC, a Maryland limited liability company having a principal place of business at 8860 Columbia 100 Parkway, Suite 400, Columbia, MD 20145 (“*Assignor*”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on the date hereof (the “*Agreement*”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademark set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademark;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the trademark set forth on Schedule A (the “*Mark*”), together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registrations for the Mark, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and 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; together with all rights to income, royalties, and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringements of the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants that Assignor has the full right and authority to enter into this Assignment and to grant the rights granted and perform its obligations hereunder, and that Assignor has not granted to any third party any

security interest, option, lien, license, or encumbrance of any nature, on the Mark. Assignor further represents and warrants that following execution of this Assignment, it and its affiliates, and their employees, contractors, consultants, and agents will have no further right to (and will not) use or display the Mark, any derivation of the Mark, or any other trademark, service mark, or source identifier that may be confusingly similar to the Mark, other than if requested to do so by Assignee.

4. **NO ROYALTY OBLIGATIONS.** Assignor acknowledges and agrees that Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to any of the Mark or any other proprietary rights related to the business of Assignee.

5. **GENERAL.**

5.1. Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

5.2. Non-Waiver. Neither the failure nor any delay by either party in exercising any right, power or privilege under this Assignment will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving party.

5.3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

5.4. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5.5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.


[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

MARYLAND VEIN PROFESSIONALS, LLC

By: 

Name: Jonathan Calure, M.D.

Title:

“Assignee”

CVR MANAGEMENT, LLC

By: _____

Name: Sanjiv Lakhanpal, M.D.

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

MARYLAND VEIN PROFESSIONALS, LLC

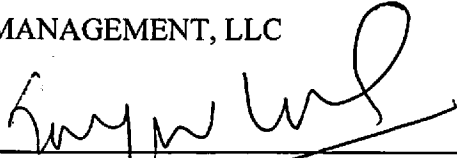
By: _____

Name: Jonathan Calure, M.D.

Title:

“Assignee”

CVR MANAGEMENT, LLC

By:  _____

Name: Sanjiv Lakhnpal, M.D.

Title: President and Chief Executive Officer

SCHEDULE A

MARKS

U.S. Registration Number	Mark
4,640,828 (Principal Register)	MARYLAND VEIN PROFESSIONALS
3,585,051 (Supplemental Register)	MARYLAND VEIN PROFESSIONALS