

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SimonMed Imaging LLC		08/24/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	SIMONMED IMAGING MSO, LLC		
Street Address:	6900 East Camelback Road, Suite 700		
City:	SCOTTSDALE		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2917806	SIMONMED	
Registration Number:	2919556	SEE TOMORROW TODAY	
Registration Number:	5616750		
CORRESPONDENCE DATA			
Fax Number:	2026249516		
<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:	202-654-6200		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Lindsay Allen		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 2:	Perkins Coie LLP		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	129032-0004		
NAME OF SUBMITTER:	Lindsay Allen		
SIGNATURE:	/Lindsay B. Allen/		
DATE SIGNED:	08/24/2020		
Total Attachments: 4			

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Trademark Assignment Agreement

This Trademark Assignment and Assumption Agreement (the “**Agreement**”), effective as of August 24, 2020 (the “**Effective Date**”), is by and between SIMONMED IMAGING LLC, an Arizona limited liability company (formerly known as SimonMed Imaging, Inc., an Arizona corporation) (“**Assignor**”), and SIMONMED IMAGING MSO, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into that certain Contribution and Exchange Agreement, dated and effective as of even date and time herewith (the “**Contribution Agreement**”), pursuant to which, among other things, Assignor has conveyed, transferred, and assigned to Assignee all Non-Clinical Assets (as defined in the Contribution Agreement) of Assignor, which includes all of Assignor’s intellectual property;

WHEREAS, Assignor is the owner of multiple registered and common law trade or service marks, including without limitation the trademarks set forth on Schedule 1 hereto, and all other rights appurtenant, including without limitation common law rights, title and interest, trade name rights, goodwill, and the right to recover for infringement or dilution, throughout the world, in and to said trademarks, and any and all applications, registrations, issuances, extensions, and renewals thereof (collectively, the “**Assigned Trademarks**”);

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee, and Assignee desires to accept from Assignor, the Assigned Trademarks in connection with the Contribution (as defined in the Contribution Agreement) and for the consideration as described in the Contribution Agreement; and

WHEREAS, to the extent that any of the Assigned Trademarks are currently the subject of pending applications based on Assignor’s bona fide intent to use the Assigned Trademarks in commerce, it is Assignor’s intention herein that Assignee is and/or will become the successor to that portion of the Assignor’s ongoing and existing business to which such pending applications pertain;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Contribution Agreement.
2. **Assignment.** Effective as of August 24, 2020 at 12:01 a.m. Phoenix time, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:
 - (a) the Assigned Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, damages, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks; and

(d) any and all claims and causes of action in law or equity with respect to any of the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Trademark Assignment Agreement 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 Assigned Trademarks to Assignee, or any assignee or successor thereto.

4. Terms of the Contribution Agreement. The terms of the Contribution Agreement are incorporated herein by this reference.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).


8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNOR:

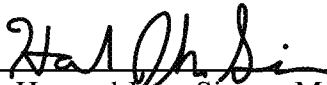
SIMONMED IMAGING LLC, an Arizona limited liability company



By: Howard John Simon, M.D.
Its: President

ASSIGNEE:

SIMONMED IMAGING MSO, LLC, a Delaware limited liability company

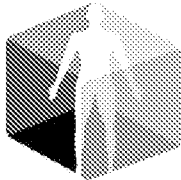


By: Howard John Simon, M.D.
Its: Manager

SCHEDULE 1

Assigned Trademarks

Trademarks and Trademark Applications

Grantor/Owner	Mark	Application No.	Filing Date	Reg. No.	Reg. Date	Goods/Services
SimonMed Imaging LLC	SIMONMED	76506874	April 16, 2003	2917806	January 11, 2005	Medical services, namely Physician Services, and Diagnostic Services using MRI, X-ray, CT, CAT, Fluoroscope, Ultrasound, and Spectroscopy, Biopsy, Contract Enhanced Imaging, and Perfusion Imaging
SimonMed Imaging LLC	SEE TOMORROW TODAY	76506780	April 16, 2003	2919556	January 18, 2005	Medical services, namely Physician Services, and Diagnostic Services using MRI, X-ray, CT, CAT, Fluoroscope, Ultrasound, and Spectroscopy, Biopsy, Contract Enhanced Imaging, and Perfusion Imaging
SimonMed Imaging LLC		87876693	April 13, 2018	5616750	November 27, 2018	Medical services, namely, physician services, and diagnostic services using MRI, X-ray, CT, CAT, fluoroscope, ultrasound, and spectroscopy, biopsy, contrast enhanced imaging and perfusion imaging.