

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Choice MRI, LLC		11/23/2020	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Center for Diagnostic Imaging, Inc.		
Street Address:	5775 Wayzata Blvd, Suite 400		
City:	St. Louis Park		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5177686	SMART CHOICE MRI	
Registration Number:	5088347	SMART CHOICE MRI	
Registration Number:	4985285	SMART CHOICE	
Registration Number:	4810841	SMART CHOICE MRI	
Registration Number:	4469983	SMART CHOICE MRI	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	103789-0039		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		

CH \$140.00 5177686

DATE SIGNED:	11/25/2020
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Intellectual Property Assignment”) is made as of November 23, 2020, by and between Smart Choice MRI, LLC, a Wisconsin limited liability company (“Assignor”), and Center for Diagnostic Imaging, Inc., a Minnesota corporation (“Assignee”).

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 3, 2020 (the “Purchase Agreement”), by and among Assignor, Assignee, and each of the other parties thereto. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to transfer all of its right, title, and interest in and to Assignor’s Intellectual Property to Assignee.

C. Assignor owns rights in the Intellectual Property (including but not limited to all of the Intellectual Property set forth on Exhibit A hereto).

D. Assignor desires to assign to the Assignee all of its right, title, and interest in and to the Intellectual Property, and Assignee desires to acquire the Intellectual Property.

AGREEMENT

The parties hereby agree as follows:

1. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee all of its right, title, and interest, in and to all of its Intellectual Property, free and clear of all Encumbrances (except for Permitted Encumbrances), in all countries throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property Assignment had not been made, including but not limited to:
 - a. All inventions, invention disclosures, discoveries and improvements (whether or not patentable), issued patents and patent applications, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith and counterparts thereof;
 - b. All trademarks, service marks, trade dress, business names, trade names (including social media corporate identifiers) designs, logos, slogans, Internet domain names, and indicia of source or origin, and all goodwill associate with the foregoing;
 - c. All copyrights and copyrightable works, (including advertising and promotional materials, catalogs, policies and procedures, training materials, software code, compilations of data, and website content), whether registered or unregistered, and whether or not published, including all rights of authorship, use, publication,

reproduction, distribution, performance, preparation of derivative works, transformation, and all rights of ownership of copyrightable works and all rights to register and obtain renewals and extensions of registrations and all other rights corresponding thereto;

- d. All rights of publicity;
 - e. All registrations, applications and renewals for any of the foregoing;
 - f. All trade secrets, know-how, confidential information, ideas, processes, proprietary information, technical information, drawings and blueprints, information that derives economic value from not being generally known, and any other information that would constitute a trade secret as defined in the Uniform Trade Secrets Act and under corresponding Law and common law;
 - g. Any other intellectual property rights;
 - h. The right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights;
 - i. All copies and tangible embodiments of the foregoing (in whatever form or medium);
 - j. The right to prepare, modify, reproduce, distribute, sell, license, or transfer the Intellectual Property, any compilations including the Intellectual Property, and any derivative works based on the Intellectual Property;
 - k. The right to assign or license the Intellectual Property;
 - l. All incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Intellectual Property;
 - m. All rights to claims, causes of action or remedies related thereto and all causes of action heretofore accrued in Assignor's favor for past, present, and future infringement of the Intellectual Property; and
 - n. The right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. Assignor hereby authorizes Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable Governmental Body to record and issue any and all trademark registrations and trademark applications including those set forth on Exhibit A to and in the name of Assignee. Assignor agrees to execute further agreements, assignments and other papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) and to do such other acts as may be necessary or requested by Assignee to vest full title in and to the Intellectual

Property in Assignee or that may be necessary to obtain, renew, issue or enforce the Intellectual Property. Assignor hereby authorizes Assignee, and does hereby make, constitute, and appoint Assignee, and its officers, agents, successors, and assigns with full power of substitution as Assignor's true and lawful attorney-in-fact, with the power, in Assignee's own name or the name of Assignor, to execute any such further instruments necessary to convey title to the Intellectual Property as required by the Purchase Agreement.

3. This Intellectual Property Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify, or expand any provision of the Purchase Agreement.
4. This Intellectual Property Assignment may be executed in any number of counterparts (including by PDF or other electronic means) and each and all thereof shall be deemed for all purposes one agreement.
5. This Intellectual Property Assignment shall be governed by and construed in accordance with (i) the Laws of the United States, in respect to trademark, copyright, and patent issues, and (ii) the internal Laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware.
6. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Intellectual Property Assignment or any default or breach of covenant hereunder, whether intentional or not, will be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

* * *

The parties have caused this Intellectual Property Assignment to be executed as of the date first set forth above.

ASSIGNOR:

SMART CHOICE MRI, LLC

By: DocuSigned by:
Rick Anderson
80D877CCD067430...

Name: Richard Anderson
Title: Chairman and CEO

ASSIGNEE:

CENTER FOR DIAGNOSTIC
IMAGING, INC.




By: DocuSigned by:
Richard Long
61BCC87EC1AD49C...

Name: Richard N. Long
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

EXHIBIT A

Registered Intellectual Property:

Registrant	Mark	Serial Number	Status	Execution Filing Date
Smart Choice MRI, LLC	 smart choice MRI (Service Mark)	86884093	LIVE	01/22/2016
Smart Choice MRI, LLC	 smart choice MRI (Service Mark)	86884105	LIVE	01/22/2016
Smart Choice MRI, LLC	SMART CHOICE (Service Mark)	86712596	LIVE	08/03/2015
Smart Choice MRI, LLC	 SMART CHOICE MRI (Service Mark)	86095657	LIVE	10/18/2013
Smart Choice MRI, LLC	Smart Choice MRI (Service Mark)	85947416	LIVE	06/31/2013