

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gastrointestinal Associates, P.A.		12/16/2020	Professional Corporation: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GIA Management, LLC		
<b>Street Address:</b>	2510 Lakeland Drive		
<b>City:</b>	Flowood		
<b>State/Country:</b>	MISSISSIPPI		
<b>Postal Code:</b>	39232		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6112509	GI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	949-851-0633		
<b>Email:</b>	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
<b>Correspondent Name:</b>	Sarah E. Bro		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	18565 Jamboree Road, Suite 250		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	108531-0052		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		
<b>SIGNATURE:</b>	/sarah e. bro/		
<b>DATE SIGNED:</b>	12/23/2020		
<b>Total Attachments: 5</b>			
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## EXHIBIT C

### FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Intellectual Property Assignment") is entered into and effective as of December 16, 2020 (the "Effective Date") by and between GIA Management, LLC, a Delaware limited liability company ("GIA Management") and Gastrointestinal Associates, P.A., a Mississippi professional corporation ("GIA"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Restructuring Agreement (as defined below).

WHEREAS, GIA Management and GIA are parties to that certain Restructuring Agreement, dated as of December 16, 2020 (the "Restructuring Agreement"); and

WHEREAS, the execution and delivery of this Intellectual Property Assignment is contemplated by Section 2.3 of the Restructuring Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Restructuring Agreement, the parties hereto hereby agree as follows:

1. Definitions. For purposes of this Intellectual Property Assignment, the following terms shall have the following meanings:

"Company Intellectual Property" means any and all of GIA's intellectual property or proprietary rights of every kind and description anywhere in the world, including, without limitation, the following (i) patents, patent applications, patent disclosures, invention disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof, (ii) Internet domain names, trademarks, service marks, trade dress, trade names, logos, slogans, company names, corporate names and all other indicia of origin (and all translations, adaptations, derivations and combinations of the foregoing), and registrations, applications for registration and renewals thereof, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works, and registrations, applications for registration and renewals thereof, (iv) Software (in both source code and object code form) and documentation thereof, and (v) trade secrets, know-how and any other confidential or proprietary information.

"Software" means, computer software, computer programs, applications, utilities, development tools, diagnostics, and embedded systems, in any form or medium, including source code, object code and executable code, and all databases and data used with, or used to develop, any of the foregoing, together with all related user manuals, programmer documentation, text, diagrams, graphs, charts, and other documentation.

2. Assignment. For true and lawful consideration paid to it by GIA Management, the receipt and sufficiency of which is hereby acknowledged, GIA hereby sells, assigns, transfers, conveys and delivers to GIA Management, and GIA Management hereby accepts, the following, free and clear of all liens, claims and encumbrances other than the Permitted Liens: (a) all of GIA's worldwide right, title and interest in and to the Company Intellectual Property, including, without limitation, the Company

Intellectual Property set forth on Schedule 1 attached hereto, together with the goodwill of any business carried on in connection with any Company Intellectual Property, (b) the right to file federal, state and foreign applications for registration to secure GIA Management's rights in any Company Intellectual Property that are unregistered, (c) all claims, demands and rights of action, both statutory and based upon common law, that GIA has or might have by reason of any infringement, misappropriation or other violation of the Company Intellectual Property prior to, on or after the date of this Intellectual Property Assignment, together with the right to prosecute such claims, demands and rights of action in GIA Management's own name, (d) all of GIA's right, title and interest in and to all income, royalties, damages (including consequential damages), proceeds and payments now or hereafter due and/or payable with respect to the Company Intellectual Property, including, without limitation, the right to recover for past, present or future infringement, misappropriation or other violation of the Company Intellectual Property and (e) any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. GIA Management's Use and Enjoyment. The rights, title and interest assigned under Section 2 shall be for GIA Management's own use and enjoyment, and for the use and enjoyment of GIA Management's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by GIA if this Intellectual Property Assignment had not been made.

4. Further Assurance.

a) GIA shall from time to time after the delivery of this Intellectual Property Assignment, at GIA Management's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented to GIA by GIA Management as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to GIA Management of the Company Intellectual Property as contemplated under the Restructuring Agreement.

b) GIA hereby authorizes and requests the Register of Copyrights, the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign country, and any applicable Internet domain name registrars, to record GIA Management as the owner of any patents, registrations or applications for registrations of the Company Intellectual Property.

c) GIA shall, upon the Effective Date, deliver to GIA Management copies of the following in GIA's possession or under GIA's control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Company Intellectual Property, and such files, documents and tangible things constituting, comprising or relating to the assertion, enforcement, scope, validity, or enforceability of the Company Intellectual Property; and (ii) GIA's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Company Intellectual Property throughout the world, including the names addresses, email addresses, phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings.

5. Conflict with the Restructuring Agreement. In the event of a conflict between the terms and conditions of this Intellectual Property Assignment and the terms and conditions of the Restructuring Agreement, the terms and conditions of the Restructuring Agreement shall govern, supersede and prevail. This Intellectual Property Assignment hereby incorporates by reference the

Restructuring Agreement and said Restructuring Agreement shall be considered a part of this Intellectual Property Assignment as if fully set forth herein.

6. Representations and Warranties. Each party hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Restructuring Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this Intellectual Property Assignment.

7. Power of Attorney. GIA hereby appoints GIA Management, its successors and assigns, as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Company Intellectual Property and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

8. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 5.1 of the Restructuring Agreement.

9. Severability of Provisions. Any term or provision of this Intellectual Property Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to allow for enforceability and to give effect to the original intent of the parties to the extent possible.

10. Amendments. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by GIA and GIA Management.

11. Counterparts. This Intellectual Property Assignment may be executed simultaneously in two counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

12. Delivery by Facsimile or PDF. This Intellectual Property Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re- execute original forms thereof and deliver them to the other party hereto. No party hereto shall raise the use of a facsimile machine or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

13. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

**GASTROINTESTINAL ASSOCIATES, P.A.**

By: James A. Underwood, Jr., M.D.  
Name: James A. Underwood, Jr., M.D.  
Its: President

**GIA MANAGEMENT, LLC**

By: James A. Underwood, Jr., M.D.  
Name: James A. Underwood, Jr., M.D.  
Its: President

**SCHEDULE 1**

**Company Intellectual Property**

U.S. Application Serial No. 88744507 (appln. date: January 2, 2020)

U.S. Registration No. 6112509 (reg. date: July 28, 2020)

Mark: GI (Stylized) 

International Class(es): 044

Owner: GASTROINTESTINAL ASSOCIATES, P.A.