

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progressive MRI, LLC DBA Progressive Radiology		01/21/2021	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	WRA Management, Inc.		
Street Address:	15601 Dallas Pwky, Ste 300		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Corporation: D.C.		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4047194	EXCEPTIONAL SERVICE EVERY TIME	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128763114		
Email:	hope.karmo@dentons.com		
Correspondent Name:	Dentons US LLP c/o Samuel Fifer		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	15806957-000001		
NAME OF SUBMITTER:	Samuel Fifer		
SIGNATURE:	/Samuel Fifer/		
DATE SIGNED:	01/29/2021		
Total Attachments: 3			
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OP \$40.00 4047194

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is entered into this 21st day of January 2021 (the “Effective Date”), by and between Progressive MRI, LLC DBA Progressive Radiology, a Maryland limited liability company with an address at 3201 Jermantown Road, Suite 550, Fairfax, Virginia, 22030, United States of America (“Assignor”) and WRA Management, Inc., a District of Columbia corporation trust with a principal place of business at 15601 Dallas Pwky, Ste 300, Addison, Texas 75001, United States of America (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks listed on Schedule A attached hereto, including without limitation all unregistered and common law rights in the trademarks and any registrations and applications therefor (collectively, the “Marks”);

WHEREAS, Assignor wishes to assign and transfer all rights in the Marks, and the registrations and applications therefor and any registrations resulting therefrom, and Assignee wishes to acquire all rights in the Marks, and the registrations and applications therefor and any registrations resulting therefrom from Assignor;

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all worldwide right, title and interest in, to and under the Marks, including without limitation any applications or registrations therefor in any jurisdiction, any common law rights therein, and any other rights Assignor may have in the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks, and together with all causes of action for the infringement of the Marks. Assignor and Assignee acknowledge and agree that Assignee is a successor of the entire business or portion thereof to which the Marks pertains, which business is ongoing and existing.

2. **Warranties.** Assignor represents and warrants that (i) it has the full power and authority to enter into this Agreement and fully perform all of its obligations hereunder; (ii) it has not granted any rights or interests in the Marks to any other person or entity, or otherwise encumbered the Marks in any manner; (iii) to its knowledge, the statements made in the applications for trademark registration of the Marks are true and correct; and (iv) to its knowledge, there is no claim or threatened claim that the Marks or its use of the Marks infringes, violates or breaches the rights of any other person or entity.

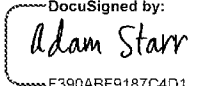
3. **Further Assurances.** Assignor agrees to execute or deliver any further documents (including without limitation oaths, assignments, powers of attorney, evidence of use or files) and to do any further acts as may be reasonably requested by Assignee to vest full title in Assignee or to obtain, maintain or enforce any rights relating to the Marks.

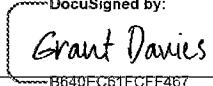
4. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties, and supersedes any prior agreements or communications, concerning the subject matter described herein and therein.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement as of the Effective Date.

Progressive MRI, LLC DBA Progressive Radiology

WRA Management, Inc.

By:  _____
E390ABE9187C4D1...

By:  _____
B640EC61FCFF467...

Name: Adam Starr
Title: ^{VP} of operations
Date: 1/21/2021

Name: Grant Davies
Title: CEO
Date: 1/22/2021

SCHEDULE A

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Class</u>
PROGRESSIVE RADIOLOGY	Maryland	2011-0058	53
PROGRESSIVE RADIOLOGY	Virginia	9848	44
EXCEPTIONAL SERVICE EVERY TIME	United States	4047194	44