

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612864

<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>
Panther Creek Medical Center, P.A.		11/30/2020	Professional Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Village Practice Management Company, LLC		
<b>Street Address:</b>	125 S. Clark Street		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<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>Serial Number:</b>	88387382	V VILLAGE MEDICAL CENTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122630939		
<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>	3126961698		
<b>Email:</b>	kehall@gct.law		
<b>Correspondent Name:</b>	Kelly E. Hall		
<b>Address Line 1:</b>	70 W Madison Street Suite 1500		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Kelly E. Hall, Esq.		
<b>SIGNATURE:</b>	/Kelly E. Hall, Esq./		
<b>DATE SIGNED:</b>	12/07/2020		
<b>Total Attachments: 4</b>			
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OP \$40.00 88387382



**EXHIBIT B**  
**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "**Assignment**") is effective as of the last date of the signatures below ("**Effective Date**"), is entered into by and amongst Panther Creek Medical Center, P.A., a Texas professional association, with its principal business address at 8000 Research Forest Drive, Suite 360, The Woodlands, Texas 77382 ("**Panther Creek**" or "**Assignor**"), on the one hand, and Village Practice Management Company, LLC, a Delaware limited liability company, with a principal business address of 125 S. Clark Street, Suite 900, Chicago, Illinois 60603 ("**VPMC**" or "**Assignee**"), on the other hand. Panther Creek/Assignor and VPMC/Assignee may be referred to herein individually as a "**Party**" or jointly or collectively as the "**Parties**."

**WHEREAS**, Assignor claims that it is the owner of all right, title and interest in and to the names, marks, trademarks, service marks, and logos, set forth in the attached "**Exhibit 1**," and in and to the related registrations and pending applications therefor as shown on the attached Exhibit 1, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, collectively the "**Marks**");

**WHEREAS**, the Parties desires that Assignor transfer to Assignee all rights, title and interest held by Assignor in and to the Marks; and


**NOW THEREFORE**, in consideration of the mutual promises provided herein, and for other good and valuable consideration, the receipt and adequacy of which each Party hereby acknowledges, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignor, without reservation of any rights, title of interest, hereby irrevocably and unconditionally grants, sells, conveys, transfers and assigns to Assignee, its successors and assigns, all worldwide right, title, and interest in and to the Marks, including, but not limited to, all common law rights in the Marks, and the related applications and registrations therefor as set forth on the attached Exhibit 1, together with the goodwill of the business symbolized by the Marks throughout the world, and all claims for and the right to sue for and recover damages, profits, payments, costs and/or attorneys' fees for claims of infringement, unfair competition, likelihood of confusion and/or dilution of the Marks, if any, arising prior to and following the Effective Date of this Assignment, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made.




2. Each Party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, pdf or digital signature shall be deemed an original.

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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

<b>Panther Creek Medical Center, P.A.</b>	<b>Village Practice Management Company, LLC</b>
By: <u></u>	By: <u>Wendy Rubas</u>
Name: John E. Walker, M.D.	Name:
Title: Member	Title:
Date:	Date:

**EXHIBIT 1 TO TRADEMARK ASSIGNMENT**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Registered Owner</b>	<b>Appl. No./Reg. No.</b>	<b>Services/Class</b>	<b>Filing/Reg. Date</b>
United States	 <b>VILLAGE</b> MEDICAL CENTERS	Panther Creek Medical Center, P.A.	Appl. No. 88387382	<i>Medical services, in Class 44</i>	Apr. 16, 2019
State of Texas	 <b>VILLAGE</b> MEDICAL CENTERS	Panther Creek Medical Center, PA	Reg. No. 803669081	<i>Medical services, in Class 44</i>	June 26, 2020/June 26, 2020
United States	 <b>VILLAGE</b> MEDICAL CENTERS		n/a	<i>Medical services</i>	n/a
United States	VILLAGE MEDICAL CENTER		n/a	<i>Medical services</i>	n/a
United States	VILLAGE MEDICAL CENTERS		n/a	<i>Medical services</i>	n/a
United States	VILLAGE MEDICAL		n/a	<i>Medical Services</i>	n/a






# VMD Trademark Assignment

Final Audit Report

2020-11-30

Created:	2020-11-25
By:	Janessa Nelson (jnelson@villagemd.com)
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## "VMD Trademark Assignment" History

-  Document created by Janessa Nelson (jnelson@villagemd.com)  
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