

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDNAX SERVICES, INC.		05/06/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	AMERICAN ANESTHESIOLOGY, INC.		
Street Address:	68 South Service Road, Suite 350		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2172345	S	
Registration Number:	2174366	S	
Registration Number:	4210374	QUANTUM CNS	
Registration Number:	4313332	QUANTUM CLINICAL NAVIGATION SYSTEM	
Registration Number:	3612989	CLINICAL NAVIGATION SYSTEM	
Registration Number:	3952942	AMERICAN ANESTHESIOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2128055571		
<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:	212-801-2256		
Email:	schlossd@gtlaw.com		
Correspondent Name:	Daniel I Schloss, Greenberg Traurig, LLP		
Address Line 1:	200 Park Avenue, 38th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	014693.011800		
NAME OF SUBMITTER:	Daniel I. Schloss		
SIGNATURE:	/Daniel I. Schloss/		
DATE SIGNED:	02/04/2021		

CH \$165.00 2172345

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 6, 2020 (the "Effective Date"), is entered into by and between MEDNAX Services, Inc., a Florida corporation ("Assignor"), and American Anesthesiology, Inc., a Florida corporation ("Assignee" and, together with Assignor, the "Parties").

RECITALS

WHEREAS, reference is made to that certain Securities Purchase Agreement, dated as of even date herewith (the "SPA"), by and between Assignor and NMSC II, LLC, a Delaware limited liability company ("Buyer"), pursuant to which Assignor is, among other things, transferring to Assignee, and Assignee is acquiring from Assignor, all of Assignor's right, title and interest in and to the Assigned IP (as defined below);

WHEREAS, Assignor has certain rights in and to the trademarks and trademark applications identified on Schedule A, together with all goodwill associated therewith or symbolized thereby ("Assigned IP"); and

WHEREAS, in connection with the transactions contemplated by the SPA, each of Assignor and Buyer has agreed to deliver this Agreement to the other Party.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the SPA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment. Assignor does hereby sell, assign and transfer unto Assignee all of Assignor's right, title and interest in, to and under the Assigned IP, including the right to sue and recover damages for past, present or future infringements thereof.

2. Warranties. EXCEPT AS SET FORTH IN THE SPA, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE ASSIGNED IP, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR REGARDING THE SCOPE, VALIDITY, OWNERSHIP OR ENFORCEABILITY OF ANY ASSIGNED IP, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

3. General Provisions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the SPA. This Agreement, Schedules A hereto and the SPA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the SPA, the provisions of the SPA shall control (unless this Agreement expressly provides

otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

4. Governing Law. This Agreement and all matters, claims, controversies, disputes, suits, actions or proceedings arising out of or relating to this Agreement and the negotiation, execution or performance of this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise) in connection therewith, shall be interpreted, construed and governed by and in accordance with, and enforced pursuant to, the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than those of the State of Delaware.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee hereby execute this Agreement to take effect on the Effective Date.

ASSIGNOR:

MEDNAX SERVICES, INC.



DocuSigned by:
Dominic Andreano
91288FFB7621499...
Name: Dominic Andreano
Title: Secretary

ASSIGNEE:

AMERICAN ANESTHESIOLOGY, INC.

DocuSigned by:
Dominic Andreano
91288FFB7621499...
Name: Dominic Andreano
Title: Secretary

Schedule A

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date
S 	Design USA	75/197718 13-Nov-1996	2172345 14-Jul-1998
S 	Design USA	75197481 13-Nov-1996	2174366 21-Jul-1998
QUANTUM CNS	USA	77/774078 03-Jul-2009	4210374 18-Sep-2012
QUANTUM CLINICAL NAVIGATION SYSTEM	USA	77/821259 07-Sep-2009	4313332 02-Apr-2013
CLINICAL NAVIGATION SYSTEM	USA	77/143613 29-Mar-2007	3612989 28-Apr-2009
AMERICAN ANESTHESIOLOGY	USA	85/202157 20-Dec-2010	3952942 26-Apr-2011