

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628120

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900583843		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialists in Medical Imaging, S.C.		10/06/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Radiology Partners, Inc.		
Street Address:	2330 Utah Ave Suite 200		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5014136	SMI SPECIALISTS IN MEDICAL IMAGING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	424-299-4598		
Email:	paralegal@radpartners.com		
Correspondent Name:	David Manheim		
Address Line 1:	2330 Utah Ave Suite 200		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	David Manheim, Esq.		
SIGNATURE:	/David Manheim/		
DATE SIGNED:	02/24/2021		
Total Attachments: 10			
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BILL OF SALE

This Bill of Sale, dated as of October 6, 2017, is executed and delivered by Specialists in Medical Imaging, S.C., an Illinois professional corporation (“Transferor”), and Radiology Partners, Inc., a Delaware corporation (“Transferee”). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, of even date herewith, by and among, inter alia, Transferor and Transferee (the “Purchase Agreement”).

WHEREAS, pursuant to the Purchase Agreement, Transferor has agreed to sell, transfer, convey and deliver to Transferee an undivided seventy-one and four tenths percent (71.4%) interest in the Practice Assets (as defined in the Purchase Agreement) (the “Transferred Assets”) in accordance with the terms set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Purchase Agreement, the Transferor agrees as follows:

1. Transferor hereby sells, transfers, conveys and delivers to Transferee, its successors and assigns, to have and to hold forever, and Transferee hereby accepts from Transferor, free and clear of all Encumbrances all rights, title and interest in, to, and under the Transferred Assets, wherever located. The Transferred Assets shall include all rights and privileges belonging, incident or appertaining to the Transferred Assets.

2. This Bill of Sale is intended to evidence the consummation of the transfer by Transferor to Transferee of the Transferred Assets as contemplated by the Purchase Agreement. Transferor, by its execution of this Bill of Sale, and Transferee, by its acceptance of this Bill of Sale, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Bill of Sale. In the event of any inconsistencies or ambiguities between this Bill of Sale and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. Transferor hereby covenants and agrees that it will, at the request of Transferee, execute and deliver such other instruments of conveyance, assignment and transfer and take such other action, as Transferee may reasonably request to vest in Transferee the entire right, title and interest in and to the Transferred Assets.

4. This Bill of Sale shall inure to the benefit of Transferee and its successors and assigns, and shall be binding upon and enforceable against Transferor and its respective successors and assigns. This Bill of Sale shall be governed by the laws of the State of Delaware without giving effect to the conflict of law principles thereof.

5. This Bill of Sale may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or in PDF format shall be deemed to constitute originals.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused this Agreement to be executed by their duly authorized representatives, as of the date first written above.

TRANSFEROR:

Specialists in Medical Imaging, S.C.
By its Shareholder, SMICo., S.C.

By: David Nathan
Print: David H. Nathan, M.D.
Title: President

TRANSFeree:

Radiology Partners, Inc.

By: _____
Print: Richard Whitney
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed, or caused this Agreement to be executed by their duly authorized representatives, as of the date first written above.

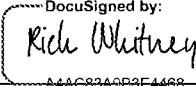
TRANSFEROR:

Specialists in Medical Imaging, S.C.
By its Shareholder, SMICo., S.C.

By: _____
Print: David H. Nathan, M.D.
Title: President

TRANSFeree:

Radiology Partners, Inc.

By:  _____
Print: Richard Whitney
Title: Chief Executive Officer

BILL OF TRANSFER

This Bill of Transfer, dated as of October 6, 2017, is executed and delivered by Specialists in Medical Imaging, S.C., an Illinois professional corporation ("Transferor"), and Radiology Partners Holdings, LLC, a Delaware limited liability company ("Transferee"). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, of even date herewith, by and among, inter alia, Transferor and Transferee (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Transferor has agreed to contribute, transfer, convey and deliver to Transferee an undivided twenty-eight and six-tenths percent (28.6%) interest in the Practice Assets (as defined in the Purchase Agreement) (the "Transferred Assets") in accordance with the terms set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Purchase Agreement, the Transferor agrees as follows:

1. Transferor hereby transfers, conveys and delivers to Transferee, its successors and assigns, to have and to hold forever, and Transferee hereby accepts from Transferor, free and clear of all Encumbrances all rights, title and interest in, to, and under the Transferred Assets, wherever located. The Transferred Assets shall include all rights and privileges belonging, incident or appertaining to the Transferred Assets.

2. This Bill of Transfer is intended to evidence the consummation of the transfer by Transferor to Transferee of the Transferred Assets as contemplated by the Purchase Agreement. Transferor, by its execution of this Bill of Transfer, and Transferee, by its acceptance of this Bill of Transfer, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Bill of Transfer. In the event of any inconsistencies or ambiguities between this Bill of Transfer and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. Transferor hereby covenants and agrees that it will, at the request of Transferee, execute and deliver such other instruments of conveyance, assignment and transfer and take such other action, as Transferee may reasonably request to vest in Transferee the entire right, title and interest in and to the Transferred Assets.

4. This Bill of Transfer shall inure to the benefit of Transferee and its successors and assigns, and shall be binding upon and enforceable against Transferor and its respective successors and assigns. This Bill of Transfer shall be governed by the laws of the State of Delaware without giving effect to the conflict of law principles thereof.

5. This Bill of Transfer may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or in PDF format shall be deemed to constitute originals.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused this Agreement to be executed by their duly authorized representatives, as of the date first written above.

TRANSFEROR:

Specialists in Medical Imaging, S.C.
By its Shareholder, SMICo., S.C.

By: David H. Nathan
Print: David H. Nathan, M.D.
Title: President

TRANSFeree:

Radiology Partners Holdings, LLC

By: _____
Print: Richard Whitney
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed, or caused this Agreement to be executed by their duly authorized representatives, as of the date first written above.

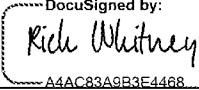
TRANSFEROR:

Specialists in Medical Imaging, S.C.
By its Shareholder, SMICo., S.C.

By: _____
Print: David H. Nathan, M.D.
Title: President

TRANSFeree:

Radiology Partners Holdings, LLC

DocuSigned by:

By: _____
Print: Richard Whitney
Title: Chief Executive Officer

BILL OF TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Transfer, Assignment and Assumption Agreement (the "Agreement"), is made and delivered effective as of October 6, 2017, by and between Radiology Partners Holdings, LLC, a Delaware limited liability company ("RPH"), and Radiology Partners, Inc., a Delaware corporation ("RPI"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of October 6, 2017, by and among RPH, RPI, Specialists in Medical Imaging, S.C. ("Practice"), SMICo., S.C. ("NewCo"), each person who signed the Purchase Agreement as an equity owner of NewCo (the "Equity Owners"), and each of the persons who signed the Purchase Agreement as a representative of the Equity Owners (as amended or otherwise modified, the "Purchase Agreement").

RECITALS

WHEREAS, pursuant to the Purchase Agreement, RPH received the contribution of a 28.6% undivided interest in the Practice Assets and RPH assumed a 28.6% undivided interest in the Assumed Liabilities, all as set forth in the Purchase Agreement;

WHEREAS, RPH desires to transfer to its wholly-owned subsidiary, RPI, all of RPH's interest in the Practice Assets and the Assumed Liabilities, and RPI wishes to accept such transfer of such Practice Assets and to assume, pay, discharge and perform such Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein and hereinafter set forth and other good and valuable consideration already received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RPH hereby conveys, transfers, assigns and delivers to RPI, its successors and assigns, all of RPH's right, title and interest in, to and under the Practice Assets, and RPI hereby accepts such Practice Assets and hereby assumes, undertakes and agrees to pay, perform, fulfill and discharge, the Assumed Liabilities. **[The Practice Assets shall include, without limitation, the Assigned Contracts listed on Exhibit A attached hereto and made a part hereof.]**

2. RPH does hereby irrevocably constitute and appoint RPI, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of RPH, or for its own use, to claim, demand, collect and receive at any time and from time to time the Practice Assets hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

3. This Agreement (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, (ii) may be executed in one or

more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, (iii) may be modified or amended only by written agreement executed by each of the parties hereto, and (iv) shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in that State.

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on their behalf on the day and year first above written.

RPH:

Radiology Partners Holdings, LLC

DocuSigned by:
By: Rich Whitney
A4AC83A9B3E4468...

Print: Richard Whitney

Title: Chief Executive Officer

RPI:

Radiology Partners, Inc.

DocuSigned by:
By: Rich Whitney
A4AC83A9B3E4468...

Print: Richard Whitney

Title: Chief Executive Officer

Exhibit A

Assigned Contracts

None.