

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Righttime, Inc.		07/30/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	MedStar Health, Inc.		
Street Address:	10980 Grantchester Way		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21044		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3981579	RIGHTTIME	
CORRESPONDENCE DATA			
Fax Number:	4129047800		
<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:	412-904-7686		
Email:	IPLAW@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	500 GRANT STREET		
Address Line 2:	SUITE 4900		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	Marcia A. Johnston		
SIGNATURE:	/Marcia A. Johnston/		
DATE SIGNED:	08/20/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made effective as of the 30th day of July, 2021 by and between, Righttime, Inc. a Maryland Corporation (“Assignor”) with offices located at 2772 Rutland Road; Davidsonville, Maryland 21035, and MedStar Health, Inc., a Maryland Corporation (“Assignee”) with offices at 10980 Grantchester Way, Columbia, MD 21044.

WHEREAS, Assignee, through its affiliate MedStar Urgent Care, LLC, and Assignor, among others, are parties to that certain Asset Purchase Agreement dated as of October 20, 2020 (the “Purchase Agreement”), which transaction was consummated effective December 1, 2020.

WHEREAS, Pursuant to the Purchase Agreement, Assignor has agreed, subject to the terms thereof and hereof, to assign all right, title, and interest in and to the trademark registration listed in the attached Schedule A, as well as Assignor’s common law rights in such mark and the goodwill of the business associated therewith (the “Trademark”), to Assignee; and


WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark, as well as the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, assign and convey to Assignee the right, title and interest in and to the Trademark, as well as the portion of Assignor’s business to which such Trademark pertains, together with the goodwill of the business symbolized by the Trademark, including, without limitation, Assignor’s right, title and interest in and to (1) all income, royalties, damages and payments now and hereafter due and / or payable with respect to the Trademark, including, without limitation, damages and payments for past or future infringements thereof; (2) the right to sue for past, present and future infringement of the Trademark; (3) the right to secure registrations of the Trademark; (4) the right to secure all renewals for the registration of the Trademark; and (5) all rights corresponding thereto, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor further covenants and agrees that it has the right and authority to make this assignment and has not assigned the Trademark to any third party.

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


ASSIGNOR:

By: 
Name: Ellen Black
Title: CLO
Date: 8/6/21

ASSIGNEE:

By: Allison Reschovsky
Name: Allison Reschovsky
Title: Senior Counsel
Date: 8/6/2021

Schedule A

Trademark	Registration Number
	3981579