

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704355

<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>
NextCare Missouri, LLC		01/18/2022	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emergency Physicians Professional Association		
<b>Street Address:</b>	4300 Marketpointe Drive, Suite 100		
<b>City:</b>	Bloomington		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55435		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4223942	THE URGENCY ROOM	
<b>Registration Number:</b>	4223943	URGENCY ROOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126324444		
<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>	6126323357		
<b>Email:</b>	trademark@lathrogpm.com		
<b>Correspondent Name:</b>	Jennifer C. Debrow		
<b>Address Line 1:</b>	500 IDS Center, 80 South Eighth Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Cynthia Hefferan, Paralegal		
<b>SIGNATURE:</b>	/Cynthia Hefferan/		
<b>DATE SIGNED:</b>	01/25/2022		
<b>Total Attachments: 3</b>			
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## TRADEMARK AGREEMENT

This Trademark Agreement (the "Trademark Agreement"), between NextCare Missouri, LLC, a Missouri limited liability company located at 1138 N. Alma School Road, Ste 120, Mesa, Arizona 85201 ("NextCare"), and Emergency Physicians Professional Association, a Minnesota corporation located at 4300 Marketpointe Drive, Suite 100, Bloomington, Minnesota 55435 ("EPPA"), is executed on Jan 18, 2022 (the "Effective Date").

### RECITALS

- A. On May 10, 2012, EPPA entered into a Coexistence Agreement with Urgency Room.
- B. On January 20, 2015, in connection with a sale of its assets, Urgency Room transferred its rights in the marks UR, THE URGENCY ROOM and URGENCY ROOM and the Coexistence Agreement to NextCare.
- C. On January 2, 2019, NextCare and EPPA executed a Trademark Assignment, assigning the mark UR (Reg. No. 4166436) to EPPA. NextCare and EPPA also entered into an Amendment to the Coexistence Agreement.
- D. NextCare and EPPA now desire to terminate the Coexistence Agreement (as amended), and assign the marks and registrations for URGENCY ROOM (Reg.No. 4223943); and THE URGENCY ROOM (Reg.No. 4223942) (the "Marks") to EPPA, with a license back to NextCare for a limited transition period.

### AGREEMENT

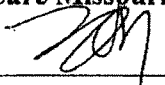
In consideration of the above recitals and the promises set forth in this Agreement, the parties agree as follows:

1. **Assignment.** NextCare transfers and assigns to EPPA all of NextCare's right, title and interest in and to the Marks, together with all associated good will and all related rights, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured, and including all rights of NextCare to sue and recover for any past, present or future infringement, dilution, damage or injury of the Marks and collect profits or damages with respect to the same. The provisions of this Assignment inure to the benefit of EPPA, its successors, assigns and other legal representatives, and are binding upon NextCare, its successors, assigns and other legal representatives. The parties will execute the short form assignment attached as Exhibit A for recordation with the USPTO.
2. **Payment.** Within 14 business days of the Effective Date, EPPA will pay a one-time payment to NextCare in the sum of USD \$6,000 (six thousand dollars).
3. **Termination of Coexistence Agreement.** NextCare and EPPA hereby terminate the Coexistence Agreement dated May 10, 2012 as amended January 2, 2019.

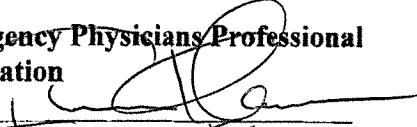
4. **License.** EPPA grants to NextCare a temporary, non-exclusive, royalty-free, non-transferable license to use the Marks in Kansas and Missouri for the term of one year from the Effective Date (the "License"). NextCare will use the Marks under the License in accordance with sound trademark and trade name usage principles and in accordance with all applicable laws and regulations. NextCare will not, during the term of the License, engage in any conduct, directly or indirectly, that would infringe upon, harm or contest the rights of title of EPPA in or to the Marks, any associated goodwill or the validity of the Marks. Use of the Marks by NextCare under the License, and the goodwill associated with that use, inures to EPPA and its successors and assigns. EPPA may terminate the License in the event of a material breach of this Trademark Agreement by NextCare if such breach remains uncured 30 days after written notice is provided to NextCare. Following the expiration of the License, NextCare will cease all use of the Marks.
  
5. **Liability.** To its knowledge, NextCare represents and warrants that there is no settled, pending or threatened litigation challenging the validity, ownership, registration, or use of the Marks. NextCare will indemnify and defend EPPA and its directors, officers, employees, representatives and agents from and against, any claims, losses, damages and expenses, including attorney fees, related to or arising from NextCare's breach of this Trademark Agreement or NextCare's use of the Marks.
  
6. **General.** If any court of competent jurisdiction holds any provision of this Trademark Agreement invalid or unenforceable, the other provisions of this Trademark Agreement remain in full force and effect. Any provision of this Trademark Agreement held invalid or unenforceable only in part or degree remains in full force and effect to the extent not held invalid or unenforceable. The waiver or failure of either party to exercise in any respect any right provided for in this Trademark Agreement shall not be deemed a waiver of any further right under this License Agreement. This Trademark Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Trademark Agreement.

The parties have executed this Agreement as of the date first written above.

**NextCare Missouri, LLC**

By:   
 Derek Newell (name)  
 Its: President & CEO (title)

**Emergency Physicians Professional Association**

By:   
 I have A (name)  
 Its: EVP, OO (title)

**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "**Assignment**"), between NextCare Missouri, LLC, a Missouri limited liability company located at 1138 N. Alma School Road, Ste 120, Mesa, Arizona 85201 ("**NextCare**"), and Emergency Physicians Professional Association, a Minnesota corporation located at 4300 Marketpointe Drive, Suite 100, Bloomington, Minnesota 55435 ("**EPPA**"), is executed on Jan 18, 2021.

A. NextCare is the owner of the following trademarks and service marks (the "**Marks**"):

MARK	SERIAL NO.	REGISTRATION NO.
THE URGENCY ROOM	85125055	4223942
URGENCY ROOM	85125120	4223943

B. NextCare assigned the Marks to EPPA pursuant to the Trademark Agreement between NextCare and EPPA of the same date, and are executing this short form Trademark Assignment for recordation with the United States Patent and Trademark Office.

In consideration of the above recitals and the promises set forth in this Assignment, the parties agree as follows:

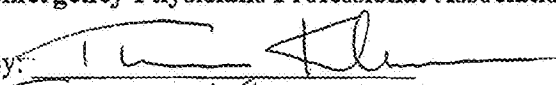
NextCare transfers and assigns to EPPA all of NextCare's right, title and interest in and to the Marks, together with all associated good will and all related rights, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured, and including all rights of NextCare to sue and recover for any past, present or future infringement, dilution, damage or injury of the Marks and collect profits or damages with respect to the same. The provisions of this Assignment inure to the benefit of EPPA, its successors, assigns and other legal representatives, and are binding upon NextCare, its successors, assigns and other legal representatives.

The parties have executed this Assignment as of the date first written above.

~~NextCare Missouri, LLC~~

By:   
Derek Newell (name)  
Its: President & CEO (title)

Emergency Physicians Professional Association

By:   
Thomas Kloss (name)  
Its: EVP, COO (title)