

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skin Diagnostics Group, P.C.		05/07/2021	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	PathGroup Alabama, LLC		
Street Address:	5301 Virginia Way		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5194526	SKINDX	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	26721-15		
NAME OF SUBMITTER:	SUSAN ZABLOCKI		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	04/04/2022		
Total Attachments: 4			
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Trademark Assignment

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of May 7, 2021, by and between Skin Diagnostics Group, P.C., an Alabama corporation ("Assignor"), and PathGroup Alabama, LLC, an Alabama limited liability company ("Assignee"). Assignor and Assignee are each individually referred to herein as a "Party", and collectively as the "Parties".

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Assignee, Dr. Alan Long, Dr. Grant Eudy and Associated Pathologists, LLC, a Delaware limited liability company. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant and subject to the Purchase Agreement, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to acquire from Assignor, the trademark registration set forth on Exhibit A (the "Assigned Trademark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademark, including (i) all goodwill associated with or symbolized by the Assigned Trademark, (ii) all common law rights or other unregistered rights corresponding to the Assigned Trademark in any jurisdiction, and (iii) Assignor's rights of enforcement and the rights, interests, claims and demands recoverable in law or equity that Assignor has or may have to collect damages for past, present and future or misappropriation of the Assigned Trademark.
2. Assignor hereby authorizes the Commissioner for Trademark in the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office to record and register this Trademark Assignment.
3. Assignor shall from time to time after the date of this Trademark Assignment, at Assignee's reasonable request and expense and without further consideration, (i) take all further legal actions, (ii) provide to Assignee and Assignee's Affiliates, successors, assigns or other legal representatives all such cooperation and assistance that Assignee reasonably may deem appropriate and to the extent reasonably possible for the Assignor, and (iii) execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances, in each case of clauses (i) through (iii) as reasonably necessary and possible to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery to Assignee of the Assigned trademark.
4. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement.
5. This Trademark Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.
6. The interpretation and construction of this Trademark Assignment, and all matters relating to this Trademark Assignment, will be governed by the laws of the State of Delaware without giving effect to any conflict of law provisions thereof.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

SKIN DIAGNOSTICS GROUP, P.C
as Assignor

By: Alan Long

Name: Alan Long
Title: President

PATHGROUP ALABAMA, LLC
as Assignee

By: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

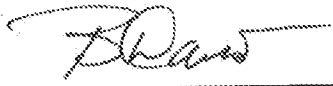
SKIN DIAGNOSTICS GROUP, P.C
as Assignor

By: _____

Name: _____

Title: _____

PATHGROUP ALABAMA, LLC
as Assignee

By:  _____

Name: Ben W. Davis, M.D.

Title: President and Chief Executive Officer

[Trademark Assignment Agreement]