

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Markentosh Barthelemey		08/31/2021	INDIVIDUAL: UNITED STATES
Chirag Patel		08/31/2021	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Central Jersey Urgent Care, LLC
Street Address:	731 NJ-35
City:	Ocean Township
State/Country:	NEW JERSEY
Postal Code:	07712
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	88901380	MYINSTADOC
Registration Number:	6200337	

CORRESPONDENCE DATA

Fax Number: 2054886244
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.
Phone: 205-521-8244
Email: mdenniston@bradley.com
Correspondent Name: Michael S. Denniston
Address Line 1: 1819 Fifth Avenue North
Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Michael S. Denniston
SIGNATURE:	/michael s. denniston/
DATE SIGNED:	09/07/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made and entered into as of August 31, 2021, by and among **CHIRAG PATEL**, an individual resident of New Jersey (“Chirag”), **MARKINTOSH BARTHELEMY**, an individual resident of New Jersey (“Markintosh and, together with Chirag, the “Sellers”), and **CENTRAL JERSEY URGENT CARE, LLC**, a New Jersey limited liability company (the “Company”) (each a “Party” and collectively the “Parties”).

WHEREAS, reference is made to that certain Contribution Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among the Sellers and the 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, the Sellers desire to assign, transfer and convey to the Company, and the Company desires to acquire from the Sellers, the trademark registration (the “Trademark Registration”) and application (“Trademark Application”) set forth on Exhibit A (collectively, the “Assigned Trademarks”).

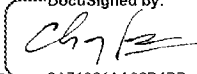
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Sellers hereby assigns to the Company all of the Sellers’ right, title and interest in, to and under the Assigned Trademarks, including (i) all goodwill associated with or symbolized by the Assigned Trademarks, (ii) all common law rights or other unregistered rights corresponding to the Assigned Trademarks in any jurisdiction, and (iii) the Sellers’ rights of enforcement and the rights, interests, claims and demands recoverable in law or equity that the Sellers have or may have to collect damages for past, present and future or misappropriation of the Assigned Trademarks. In making this Trademark Assignment, the Sellers make no representations or warranties, either express or implied, as to the validity of the Trademark Application and its freedom from defects of any kind, including freedom from any claim of trademark infringement that may result from the use thereof or that the pending Trademark Application will obtain federal registration.
2. The Sellers hereby authorize 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. As of the Effective Date, the Sellers agree to make no further use of the Assigned Trademarks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Parties in writing, and the Sellers agree to not challenge the Company or any third-party’s use or ownership, or the validity, of the Assigned Trademarks.
4. The Sellers shall from time to time after the date of this Trademark Assignment, at the Company’s reasonable request and expense and without further consideration, (i) take all further legal actions, (ii) provide to the Company and the Company’s Affiliates, successors, assigns or other legal representatives all such cooperation and assistance that the Company reasonably may deem appropriate and to the extent reasonably possible for the Sellers, 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 the Company of the Assigned Trademarks.

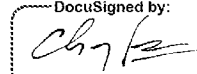
5. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement.
6. This Trademark Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.
7. 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, Company and the Sellers have caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

CENTRAL JERSEY URGENT CARE LIMITED
LIABILITY COMPANY., as the Company

DocuSigned by:

By: _____
Name: Chirag Patel
Title: Managing Member

MARKINTOSH BARTHELEMY

DocuSigned by:


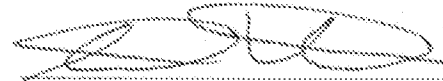
CHIRAG PATEL

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CENTRAL JERSEY URGENT CARE LIMITED
LIABILITY COMPANY., as the Company

By: _____
Name: Chirag Patel
Title: Managing Member



MARKINTOSH BARTHELEMY

CHIRAG PATEL

Exhibit A

Assigned Trademark

US Trademark Registration No. 6200337 for the logo



US Trademark Application No. 88901380 for the word mark MYINSTADOC

Common law trademark rights for the logo



Common law trademark rights for the word mark CENTRAL JERSEY URGENT CARE