

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urology of Indiana, LLC		12/16/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	UOI MSO, LLC		
Street Address:	701 Tech Center Drive		
City:	Gahanna		
State/Country:	OHIO		
Postal Code:	43230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5909418	UROPRIME SELF-START THERAPY UROLOGY OF I	
Registration Number:	5909417	UROPRIME	
Registration Number:	5584485	UROLOGY OF INDIANA	
Registration Number:	5579417	UROLOGY OF INDIANA	
Registration Number:	3055935	UROPOINT	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, IPDocketOrangeCounty@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	107127-0029		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		

CH \$140.00 5909418

DATE SIGNED:	03/27/2023
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Intellectual Property Assignment”) is made as of December 16, 2022, by and between Urology of Indiana, LLC, an Indiana limited liability company located at 679 East County Line Road, Greenwood, Indiana 46143 (“Assignor”), and UOI MSO, LLC, a Delaware limited liability company located at 701 Tech Center Drive, Gahanna, Ohio 43230 (“Assignee”).

RECITALS

A. Assignor and Assignee are parties to that certain Bill of Sale, Assignment and Assumption Agreement dated as of the date hereof (the “Bill of Sale”), pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee, among other assets, certain intellectual property assets held by Assignor (the “Intellectual Property Assets”).

B. Assignor is the exclusive owner of all right, title, and interest in and to the Intellectual Property Assets.

C. Pursuant to the terms of the Bill of Sale, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Intellectual Property Assets and all associated intellectual property rights.

D. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee all of its right, title, and interest in and to the Intellectual Property Assets, free and clear of all encumbrances, in all countries throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property Assignment had not been made, including but not limited to all of the following comprising the Intellectual Property Assets:
 - a. all Intellectual Property Assets set forth on Exhibit A hereto;
 - b. all trademarks, service marks, trade dress, business names, trade names (including social media corporate identifiers), designs, logos, slogans, Internet domain names, email addresses, and all other indicia of source or origin, and all goodwill of the business associated with such trademarks, together with that portion of Assignor’s business that is ongoing and existing to which the trademarks pertain;
 - c. all copyrights and copyrightable works, (including advertising and promotional materials, catalogs, policies and procedures, training materials, software code, compilations of data, and website content), whether registered or unregistered, and whether or not published, including all rights of authorship, use, publication,

- reproduction, distribution, performance, preparation of derivative works, transformation, and all rights of ownership of copyrightable works and all rights to register and obtain renewals and extensions of registrations and all other rights corresponding thereto;
- d. all common law rights, registrations, applications, extensions, and renewals for any of the foregoing;
 - e. all trade secrets, know-how, confidential information, ideas, processes, proprietary information, technical information, drawings and blueprints, information that derives economic value from not being generally known, and any other information that would constitute a trade secret as defined in the Uniform Trade Secrets Act and under corresponding statutory and common law;
 - f. all copies and tangible embodiments of the foregoing (in whatever form or medium);
 - g. all agreements pertaining to the Intellectual Property Assets;
 - h. the right to prepare, modify, reproduce, distribute, sell, license, or transfer the Intellectual Property Assets, any compilations including the Intellectual Property Assets, and any modifications, enhancements, improvements or derivative works based on the Intellectual Property Assets;
 - i. the exclusive right to assign or license the Intellectual Property Assets;
 - j. all rights in and to any of the foregoing, including the right to sue, recover damages, costs and attorneys' fees for past and present infringement or misappropriation of any of the foregoing;
 - k. all incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Intellectual Property Assets; and
 - l. all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor agrees to execute further agreements, assignments and other papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) and to do such other acts as may be necessary or requested by Assignee to vest full title in and to the Intellectual Property Assets in Assignee or that may be necessary to obtain, renew, issue or enforce the Intellectual Property Assets. Assignor hereby authorizes Assignee, and does hereby make, constitute, and appoint Assignee, and its officers, agents, successors, and assigns with full power of substitution as Assignor's true and lawful attorney-in-fact, with the power, in Assignee's own name or the name of Assignor, to execute any such further instruments necessary to convey title to the intellectual property.

3. This Intellectual Property Assignment may be executed in any number of counterparts (including by PDF or other electronic means) and each and all thereof shall be deemed for all purposes one agreement.

* * *

The parties have caused this Intellectual Property Assignment to be executed as of the date first set forth above.

ASSIGNOR:

UROLOGY OF INDIANA, LLC

DocuSigned by:
By: Eugene Fine, M.D.
SE4F924B0F074F7...
Name: Eugene Fine, M.D.
Title: President

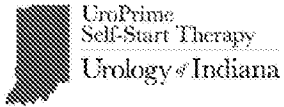

ASSIGNEE:

UOIMSO, LLC

DocuSigned by:
By: Luis Gonzalez
3475EA3B07D44ED...
Name: Luis A. Gonzalez
Title: Vice President and Secretary

[Signature Page to Intellectual Property Assignment]

EXHIBIT A**U.S. TRADEMARKS**

Jurisdiction	Trademark	Registration No.	Registration Date	Owner
United States	UROPRIME SELF-START THERAPY UROLOGY OF INDIANA & Design 	5909418	November 12, 2019	Urology of Indiana, LLC
United States	UROPRIME	5909417	November 12, 2019	Urology of Indiana, LLC
United States	UROLOGY OF INDIANA & Design 	5584485	October 16, 2018	Urology of Indiana, LLC
United States	UROLOGY OF INDIANA	5579417	October 9, 2018	Urology of Indiana, LLC
United States	UROPOINT	3055935	January 31, 2006	Urology of Indiana, LLC