

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Post Acute Care, LLC		05/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Team Health, LLC		
Street Address:	265 Brookview Centre Way		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37919		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6404649	SMARTPAC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6152523586		
Email:	alynn@bradley.com		
Correspondent Name:	Alexandra C. Lynn		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	203740-301016		
NAME OF SUBMITTER:	Alexandra C. Lynn		
SIGNATURE:	/Alexandra C. Lynn/		
DATE SIGNED:	05/17/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), dated as of May 12, 2023 is made by US Post Acute Care, LLC ("Assignor"), a Delaware limited liability company, located at 1201 Pacific Avenue, Suite 400, Tacoma, Washington 98402 in favor of Team Health, LLC ("Assignee"), a Tennessee limited liability corporation, located at 265 Brookview Centre Way, Knoxville Tennessee 37919.

WHEREAS, Assignor wishes to convey to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title, and interest in the Trademark, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, including the relationship between the parties, the receipt of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor's right, title, and interest in and to the following:

- (a) U.S. trademark registration number 6,404,649 for SMARTPAC and all issuances, extensions, and renewals thereof, together with any goodwill associated therewith (the "Trademark");
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, accruing before, on, and after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Assignment upon request by either Assignor or Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

3. Mutual Representations and Warranties. Each party represents and covenants that (i) it has the full right, power, and authority to enter into this Assignment and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Assignment have been duly authorized by organizational action; and (iii) when executed, this Assignment will constitute a legal, valid, and binding obligation, enforceable against the party in accordance with its terms and conditions.

4. Representations and Warranties of Assignor. Assignor owns all right, title, and interest in and to the Trademark. To Assignor's knowledge, the Trademark is valid and enforceable, and the exercise of the Trademark does not infringe the rights of any third party in the US.

5. Entire Agreement. This Assignment constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Interpretation. This Assignment is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

8. Amendment. This Assignment may only be amended by an agreement in writing signed by each party hereto.

9. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment.

10. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. Governing Law. The laws of the State of Tennessee, without giving effect to principles of conflicts of laws, govern all matters arising under this Assignment

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR: US Post Acute Care, LLC

By: Darren Swenson

Name: Darren Swenson

Title: CEO

ASSIGNEE: Team Health, LLC

By: [Signature]

Name: John Stair

Title: Chief Operations Counsel

Trademark Assignment - SMARTPAC Registration, 4877-2734-3971, 1

Final Audit Report

2023-05-12

Created:	2023-05-12
By:	John Stair (John_Stair@teamhealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPioGvGOx4bwdhrOJHr4YNBsflnGqhdD_

"Trademark Assignment - SMARTPAC Registration, 4877-2734-3971, 1" History

Document created by John Stair (John_Stair@teamhealth.com)

2023-05-12 - 1:51:58 PM GMT - IP address: 216.79.95.40

Document emailed to darren_swenson@teamhealth.com for signature

2023-05-12 - 1:52:33 PM GMT

Email viewed by darren_swenson@teamhealth.com

2023-05-12 - 1:52:40 PM GMT - IP address: 3.93.73.121

Signer darren_swenson@teamhealth.com entered name at signing as Darren Swenson

2023-05-12 - 2:09:13 PM GMT - IP address: 73.254.251.20

Document e-signed by Darren Swenson (darren_swenson@teamhealth.com)

Signature Date: 2023-05-12 - 2:09:15 PM GMT - Time Source: server - IP address: 73.254.251.20

Agreement completed.

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