# OP \$40.00 1755863

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM826095 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CLINIC MANAGEMENT SERVICES, INC.		06/23/2023	Corporation: TENNESSEE

### **RECEIVING PARTY DATA**

Name:	CHUC, LLC
Street Address:	216 Centerview Drive
Internal Address:	Suite 100
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: TENNESSEE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1755863	PARKMED

### **CORRESPONDENCE DATA**

Fax Number:

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:** 6152524645

**Email:** cfombelle@bradley.com

Correspondent Name: Corinne Fombelle

Address Line 1:1600 Division St. Suite 700Address Line 4:Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	217116401012
NAME OF SUBMITTER:	Corinne Fombelle
SIGNATURE:	/Corinne Fombelle/
DATE SIGNED:	07/21/2023

### **Total Attachments: 5**

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of June 23, 2023, is made by CLINIC MANAGEMENT SERVICES, INC. ("Assignor"), a Tennessee corporation located at 265 Brookview Centre Way, Suite 400, Knoxville, Tennessee 37919, and CHUC, LLC ("Assignee"), a Tennessee limited liability company located at 216 Centerview Drive, Suite 100, Brentwood, Tennessee 37027.

WHEREAS Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property of Assignor, and the parties have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - (a) the trademark registration set forth on Schedule 1 hereto and all extensions and renewals thereof (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
  - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise 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, whether accruing before, on, or 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, dilution, 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 to record and register this Trademark Assignment upon request by 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 affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark 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 Trademark Assignment delivered by facsimile, e-mail, or other

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means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[Signature page follows]

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

as of the date first written above.	j
	CLINIC MANAGEMENT SERVICES, INC.
	By: John R. Stair Name: John R. Stair Title: Assistant Secretary/Operations Counse Address for Notices:
	265 Brookview Centre Way, Ste 400 Knoxville, TN 37919
AGREED TO AND ACCEPTED:	CHUC, LLC
	By: Name: Title: President
	Address for Notices:
	216 Centerview Dr., Ste. 100 Brentwood, TN 37027

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

AGREED TO AND ACCEPTED:

CLINIC MANAGEMENT SERVICES, INC. By:\_\_\_\_\_\_Name:\_\_\_\_\_ Address for Notices: 265 Brookview Centre Way, Ste 400 Knoxville, TN 37919 CHUC, LLC

Address for Notices:

216 Centerview Dr., Ste. 100 Brentwood, TN 37027

# **SCHEDULE 1**

# ASSIGNED TRADEMARK

**Trademark Registration** 

Mark	Jurisdiction	Registration Number	Registration Date
PARKMED	US	1755863	March 2, 1993

4859-9321-4826.2

**RECORDED: 07/21/2023** 

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