

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841838

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Virginia Urgent Care Specialists, LLC		05/31/2022	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	C/HCA, Inc.		
<b>Street Address:</b>	One Park Plaza		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37203		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4922925	BETTERMED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025610442		
<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>			
<b>Phone:</b>	(502) 625-2770		
<b>Email:</b>	jray@grayice.com		
<b>Correspondent Name:</b>	Julie Gregory Ray		
<b>Address Line 1:</b>	3939 Shelbyville Road		
<b>Address Line 2:</b>	Suite 201		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40207		
<b>NAME OF SUBMITTER:</b>	Julie Gregory Ray		
<b>SIGNATURE:</b>	/Julie Gregory Ray/		
<b>DATE SIGNED:</b>	09/26/2023		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 31, 2022, is made by Virginia Urgent Care Specialists, LLC, a Virginia limited liability company, (“**Assignor**”) in favor of C/HCA, Inc., a Delaware corporation (“**Assignee**”), in connection with the sale of certain assets of Assignor to one or more affiliates of Assignee pursuant to an Asset Purchase Agreement, dated March 31, 2022 (the “**Purchase Agreement**”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on the attached Schedule 1 and the listed registration thereon (the “**Trademarks**”);

WHEREAS, Assignor and Assignee have entered into the Purchase Agreement, pursuant to which Assignor has agreed to assign to Assignee the Trademarks, along with the goodwill pertaining thereto and associated therewith, as the successor in interest to that portion of Assignor’s business associated with the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to Assignor’s Trademarks, along with the goodwill pertaining thereto and associated therewith, as the successor in interest to that portion of Assignor’s business.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

### ARTICLE I

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, together with the goodwill pertaining thereto and associated therewith, and symbolized by, the Trademarks, including:

(a) the trademarks and trademark registration set forth on Schedule 1, including all issuances, extensions and renewals thereof;

(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; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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, upon Assignee’s reasonable request, 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

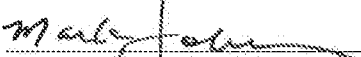
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. 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 the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

**VIRGINIA URGENT CARE SPECIALISTS, LLC**

By:  \_\_\_\_\_

Name: Mark Johnson

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

**C/HCA, INC.**

By: \_\_\_\_\_

Name: Monica Cintado

Title: Vice President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 008209 FRAME: 0141**

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

VIRGINIA URGENT CARE SPECIALISTS, LLC

By: .....

Name: Mark Johnson

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

C/HCA, INC.

By:  .....

Name: Monica Cintado

Title: Vice President

*[Signature Page to Trademark Assignment Agreement]*

STATE OF Virginia )  
COUNTY OF Richmond )  
City

Before me, Terry Jean Prior of the state and county aforesaid, personally appeared Mark Johnson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be president (or other officer authorized to execute the instrument) of Virginia Urgent Care Specialists, LLC, the within named bargainor, a limited liability company, and that he as such CEO, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as CEO.

Witness my hand and seal, at office in Richmond, this 19<sup>th</sup> day of May, 2022.

Terry Jean Prior  
Notary Public 296579

My Commission Expires:

September 30, 2024



**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>	<b>Liens</b>
BETTERMED	86724588 August 13, 2015	4922925 March 22, 2016	Registered	N/A

**MATERIAL COMMON LAW TRADEMARKS**



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