

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843596

<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>
MedQuest, Inc.		12/30/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MedQuest Associates, LLC		
<b>Street Address:</b>	3480 Preston Ridge Road		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30005		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5751601	QRIS	
<b>Registration Number:</b>	4669584	MEDQUEST	
<b>Registration Number:</b>	3023466	MEDQUEST	
<b>Registration Number:</b>	3483241	MEDQUEST ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154391500		
<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>Email:</b>	maria.banda@kirkland.com		
<b>Correspondent Name:</b>	Maria Banda		
<b>Address Line 1:</b>	Kirkland & Ellis, LLP		
<b>Address Line 2:</b>	555 California Street, Suite 2700		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	54472-2		
<b>NAME OF SUBMITTER:</b>	Maria Banda		
<b>SIGNATURE:</b>	/Maria Banda/		
<b>DATE SIGNED:</b>	10/04/2023		
<b>Total Attachments: 4</b>			

CH \$115.00 5751601

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is made and entered into as of this 30th day of December, 2022 (“Effective Date”), by and between MedQuest, Inc., a Delaware corporation (“Assignor”), and MedQuest Associates, LLC, a South Carolina limited liability company (“Assignee”).

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its intellectual property rights, including those in and to the Transferred Marks and Transferred Copyrights (each as defined below);

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Securities Purchase Agreement entered into by and among the Assignor, Assignee and certain other parties as of the date hereof (the “Agreement”), the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby assigns, transfers, conveys and delivers to the Assignee all right, title and interest in and to all of its Intellectual Property Rights (as defined in the Agreement), including, all (i) all trademarks and trademark applications set forth on Schedule A and the goodwill associated therewith, and together with all income, royalties or payments due or payable with respect thereto as of the Effective Date or thereafter, all causes of action (either in law or in equity) relating thereto, and the right to sue, counterclaim, and recover damages for past, present or future infringement or other unauthorized use (the “**Transferred Marks**”), and (ii) all copyrights, copyright applications, and exclusive copyright licenses set forth on Schedule B and all income, royalties or payments due or payable with respect thereto as of the Effective Date or thereafter, all causes of action (either in law or in equity) relating thereto, and the right to sue, counterclaim, and recover damages for past, present or future infringement or other unauthorized use (the “**Transferred Copyrights**”).

2. Recordation. Each of the parties hereto hereby authorizes and requests the United States Patent & Trademark Office, United States Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) (each, an “**IP Office/Registrar**”) to record, at the Assignee’s sole cost and expense, the Assignee (or its designee) as the owner of the Transferred Marks and Transferred Copyrights. The Assignee shall have the right to record, at the Assignee’s sole cost and expense, this Agreement with all applicable governmental authorities and registrars so as to record and perfect its ownership of the applicable Transferred Marks or Transferred Copyrights.

3. Further Assurances. From time to time after the Effective Date and subject to the terms and conditions of this Agreement, at the sole cost and expense of the Assignee, Assignor shall take or cause to be taken such actions, as may reasonably be requested by the Assignee to carry out the purposes of this Agreement (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney and/or other agreements or documentation as may be reasonably required) and as may be reasonably requested by the Assignee to confirm, effect, record, perfect, register, patent or maintain, protect and enforce the rights assigned herein, including the execution and delivery of short-form intellectual property assignment agreements and such other documents as may be required.

\* \* \* \* \*

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**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**MEDQUEST, INC.**

*Bruce Elder*

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Name: Bruce Elder  
Title: CEO

**MEDQUEST ASSOCIATES, LLC**

*Bruce Elder*

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Name: Bruce Elder  
Title: President


[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 008216 FRAME: 0898**

*Schedule A - Trademark Registrations and Applications*

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./ Date</b>	<b>Reg. No./ Date</b>	<b>Current Owner</b>
QRIS	USA	86923795 29-FEB-2016	5751601 14-MAY-2019	MEDQUEST, INC.
MEDQUEST	USA	86009248 12-JUL-2013	4669584 13-JAN-2015	MEDQUEST, INC.
MEDQUEST	USA	78487672 22-SEP-2004	3023466 06-DEC-2005	MEDQUEST, INC.
MEDQUEST ASSOCIATES 	USA	77201020 08-JUN-2007	3483241 12-AUG-2008	MEDQUEST, INC.

*Schedule B - Copyright Registrations, Applications, and Licenses*

**SCHEDULE B**

**COPYRIGHT REGISTRATIONS, APPLICATIONS AND LICENSES**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Type of Work</b>	<b>Registration Date</b>	<b>Owner</b>
Patient discharge instructions.	USA	TXu000961713	Text	March 06, 2000	MEDQUEST, INC.
Primary care physician recruiting made easy! / William B. Gregory and Carole D. Gregory.	USA	TXu000651161	Text	June 27, 1994	MEDQUEST, INC.
Power interviewing : get your ideal job using these headhunter techniques.	USA	TXu000623075	Text	March 09, 1994	MEDQUEST, INC.
A physician recruiter's guide to finding your ideal practice / William B. Gregory and Carole D. Gregory.	USA	TXu000573019	Text	June 07, 1993	MEDQUEST, INC.
A Physician recruiter's guide to finding you ideal practice.	USA	TXu000438370	Text	July 24, 1990	MEDQUEST, INC