

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM850914

<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>
Envision Healthcare Corporation		11/03/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMSURG, LLC		
<b>Street Address:</b>	1A Burton Hills Boulevard		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37215		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4928076	CATARACT INNOVATOR	
<b>Registration Number:</b>	3387524	AMSURG	
<b>Registration Number:</b>	5413573	YOUR ORTHO SOLUTION.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	julie.bellville@bcplaw.com		
<b>Correspondent Name:</b>	Julie Bellville		
<b>Address Line 1:</b>	90 South Cascade Avenue, Suite 1300		
<b>Address Line 4:</b>	Colorado Springs, COLORADO 80903		
<b>NAME OF SUBMITTER:</b>	Julie Bellville		
<b>SIGNATURE:</b>	/Julie Bellville/		
<b>DATE SIGNED:</b>	11/03/2023		
<b>Total Attachments: 6</b>			
source=Trademark Assignment (EHC AmSurg) (Executed)_to be filed#page1.tif			
source=Trademark Assignment (EHC AmSurg) (Executed)_to be filed#page2.tif			
source=Trademark Assignment (EHC AmSurg) (Executed)_to be filed#page3.tif			
source=Trademark Assignment (EHC AmSurg) (Executed)_to be filed#page4.tif			

CH \$90.00 4928076

source=Trademark Assignment (EHC AmSurg) (Executed)\_to be filed#page5.tif

source=Trademark Assignment (EHC AmSurg) (Executed)\_to be filed#page6.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”) is made effective as of November 3, 2023 (the “Effective Date”), by and between Envision Healthcare Corporation, a Delaware corporation located at 1A Burton Hills Boulevard Nashville, Tennessee 37215 (“Assignor”) and AMSURG, LLC, a Delaware limited liability company located at 1A Burton Hills Boulevard Nashville, Tennessee 37215 (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Intellectual Property Rights (as defined below), together with the goodwill related thereto;

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Intellectual Property Rights and the goodwill of the business in connection with which the aforesaid Intellectual Property Rights have been used; and

WHEREAS, Assignor has agreed to transfer, convey, assign and set over to Assignee the Intellectual Property Rights, together with such goodwill free and clear of any liens.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignment and Assumption. Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee and its successors and assigns, and Assignee hereby purchases, acquires and accepts from Assignor, all of its right, title, and interest, throughout the world, in, to the trademarks, trade names, certification marks, service marks, logos and design variations, and all goodwill associated therewith, all applications, registrations (including as identified on Exhibit A), and common law rights therein, and all income, royalties, fees, damages, payments and proceeds earned or accrued as of the Effective Date or thereafter with respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the foregoing (collectively, the “Intellectual Property Rights”), in each case free and clear of all liens and other encumbrances.

2. Recordation. Assignor hereby agrees to execute and acknowledges and agrees that Assignee may record this Assignment with the United States Patent and Trademark Office, as well as any other United States government office as may be necessary or appropriate, and Assignor hereby requests such offices to issue all registrations and renewals for the Intellectual Property Rights to Assignee in accordance with the terms of this Assignment.

3. Further Assurances. From time to time after the date hereof, upon the reasonable request of Assignee and at Assignee’s cost and expense, Assignor shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as Assignee may reasonably request, in order to fully effectuate the purposes, terms and conditions of this Assignment.

4. Counterparts; Signatures. This Assignment may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. PDFs and faxed/digital signatures shall be given the same legal effect as original signatures.

5. Severability. The provisions of this Assignment will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) the Parties will negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible and (b) the remainder of this Assignment and the application of such provision to other persons or circumstances will not be affected by such invalidity or unenforceability.

7. Entire Agreement; Amendment. This Assignment supersedes all prior agreements between the Assignor and the Assignee with respect to the subject matter hereof and thereof and constitutes a complete and exclusive statement of the terms of the agreements between the Assignor and Assignee with respect to the subject matter hereof and thereof. No amendment, supplement, modification, waiver or termination of this Assignment or any provision hereof shall be binding unless executed in writing by the Party to be bound thereby.

8. Headings. The headings in this Assignment are inserted for convenience only and shall not constitute a part hereof.

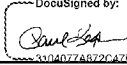
9. Governing Law. This Assignment and all disputes relating thereto shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would otherwise require the application of the Laws of any jurisdiction other than the State of Delaware.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the Effective Date set forth above.

**Assignor:**

ENVISION HEALTHCARE CORPORATION

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

Name: PAUL KEGLEVIC

Title: CHIEF RESTRUCTURING OFFICER

**Assignee:**

AMSURG, LLC

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

Name: JEFF SNODGRASS

Title: PRESIDENT

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the Effective Date set forth above.

**Assignor:**

ENVISION HEALTHCARE CORPORATION

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

Name: PAUL KEGLEVIC

Title: CHIEF RESTRUCTURING OFFICER

**Assignee:**

AMSURG, LLC


By: \_\_\_\_\_  
DocuSigned by:  
*Jeff Snodgrass*  
0E2A805A55004F0...

Name: JEFF SNODGRASS

Title: PRESIDENT

**Exhibit A**

**Trademarks/Service Marks**

<b>Mark</b>	<b>App. No.</b>	<b>File Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
	86/256,534	4/18/2014	4,928,076 (Certification Mark)	3/29/2016
AMSURG	77/044,946	11/15/2006	3,387,524	2/26/2008
YOUR ORTHO SOLUTION.COM	87/055,009	5/31/2016	5,413,573	2/27/2018

All rights, including common law rights, associated with use of the following marks in US commerce:

YOUR ORTHO SOLUTION

YOUR ORTHO SOLUTION & Logo

YOUR ORTHO  
SOLUTION

YOUR ORTHO SOLUTION.COM & Logo

YOUR ORTHO  
SOLUTION.com

STOPCOLONCANCERNOW.COM

STOPCOLONCANCERNOW.COM & Logo

 **Stop Colon Cancer Now.com**<sup>™</sup>

YOURSIGHTMATTERS.COM

YOURSIGHTMATTERS.COM & Logo



*Exhibit A to Trademark Assignment Agreement*

**RECORDED: 11/03/2023**

**TRADEMARK  
REEL: 008248 FRAME: 0641**