

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envision Healthcare Corporation		11/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Envision Healthcare Operating, Inc.		
Street Address:	20 Burton Hills Boulevard, Suite 500		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85351444	EMCARE'S DOOR TO DISCHARGE	
Serial Number:	85945592	DOOR-TO-DISCHARGE	
Serial Number:	86043410		
Serial Number:	86043412		
Serial Number:	86043413		
Serial Number:	86654707	DASH	
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>			
Email:	julie.bellville@bcplaw.com		
Correspondent Name:	Julie Bellville		
Address Line 1:	90 South Cascade Avenue, Suite 1300		
Address Line 4:	Colorado Springs, COLORADO 80903		
NAME OF SUBMITTER:	Julie Bellville		
SIGNATURE:	/Julie Bellville/		
DATE SIGNED:	11/20/2023		
Total Attachments: 5			

CH \$165.00 85351444

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”) is made effective as of November 3, 2023 (the “Effective Date”), by and between Envision Healthcare Corporation, a Delaware corporation, with an address at 20 Burton Hills Boulevard, Suite 500 Nashville, TN 37215 (“Assignor”) and Envision Healthcare Operating, Inc., a Delaware corporation, with an address at 20 Burton Hills Boulevard, Suite 500 Nashville, TN 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) including all common law and statutory right, title and interest, 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, including all intellectual property rights and goodwill used in connection with Assignor’s business, 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 Assignor’s right, title, and interest, throughout the world, in, to and under the intellectual property rights identified on Exhibit A, together with (a) all associated trademarks, trade names, certification marks, service marks, logos and design variations, and all common law rights and goodwill associated therewith, and all applications and registrations thereto, (b) all patents resulting therefrom, inventions described and claimed in any patent or patent application therein, together with all continuations, continuations-in-part, extensions, divisions, reissues, reexaminations, patent disclosures, industrial designs, and improvements thereto, (c) all income, royalties, fees, damages, payments and proceeds earned or accrued as of the Effective Date or thereafter with respect thereto, and (d) 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, 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.

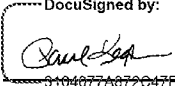
9. Governing Law. This Assignment and all disputes relating thereto shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that 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:  _____
3164677A072647F...

Name: PAUL KEGLEVIC

Title: CHIEF RESTRUCTURING OFFICER

Assignee:

ENVISION HEALTHCARE OPERATING,
INC.

By: _____

Name:

Title:

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

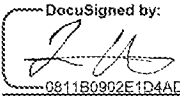
By: _____

Name: _____

Title: _____

Assignee:

ENVISION HEALTHCARE OPERATING,
INC.

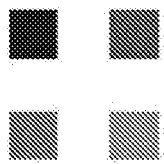
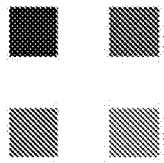
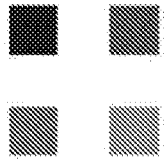
By:  _____

Name: James Aloeos

Title: Chief Executive Officer

Exhibit A

Trademarks/Service Marks

Mark	App. No.	File Date	Reg. No.	Reg. Date
EMCARE'S DOOR TO DISCHARGE	85351444	June 21, 2011	4529923	May 13, 2014
DOOR-TO- DISCHARGE	85945592	May 29, 2013	4418741	October 15, 2013
	86043410	August 20, 2013	4591611	August 26, 2014
	86043412	August 20, 2013	4,591,613	August 26, 2014
	86043413	August 20, 2013	4,591,614	August 26, 2014
DASH	86654707	June 8, 2015	4991464	July 5, 2016

US Patents

Title	Application Number	Application Date	Patent Number	Grant Date	Country
Medical Imaging Distribution System And Device	17/452,817	10/29/2021	11,604,823	03/14/2023	U.S.
Medical Imaging Distribution System and Device	18/180,619	03/08/2023	N/A	N/A	U.S.