

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM190119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MD Ranger, Inc.		12/05/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Executive Consulting Group, LLC		
Street Address:	3501 Quadrangle Blvd, Ste, 230		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32817		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3856164	MD RANGER	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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>			
Phone:	2486411600		
Email:	agrubb@harnessip.com,lduross@harnessip.com		
Correspondent Name:	Lisa DuRoss		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
NAME OF SUBMITTER:	Amy Grubb		
SIGNATURE:	Amy Grubb		
DATE SIGNED:	03/20/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “IP Agreement”), effective as of December 5, 2023, is by and among Executive Consulting Group, LLC, a Delaware limited liability company doing business as ECG Management Consultants (the “Purchaser”), and MD Ranger, Inc., a California corporation (the “Seller”). The Purchaser and the Seller are collectively referred to herein as the “Parties”.

Recitals

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, this IP Agreement is a Closing deliverable under the Purchase Agreement;

WHEREAS, the Seller desires to assign its entire right, title, and interest in and to the domain name “mdranger.com” (the “Domain Name”), and the Purchaser desires to acquire the entire right, title and interest in and to such Domain Name; and

WHEREAS, the Seller desires to assign its entire right, title, and interest in and to the trademark “MD Ranger”, with a United States Patent and Trademark Office registration number of 3856164 (the “Trademark”), and the Purchaser desires to acquire the entire right, title and interest in and to such Trademark.

Agreements

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Seller and the Purchaser agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meaning given to such terms in the Purchase Agreement.

2. Assignment. Subject to the terms and conditions set forth in the Purchase Agreement, the Seller hereby irrevocably conveys, transfers and assigns to the Purchaser, and the Purchaser hereby accepts from the Seller, all of the Seller’s right, title and interest in and to the Domain Name and the Trademark, together with all goodwill associated or connected with the use thereof, including without limitation:

(a) all rights of any kind whatsoever of the Seller accruing under the Domain Name and Trademark provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(b) 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

(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.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that this IP Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Purchaser with respect to the Domain Name and Trademark. 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 govern.

4. Severability. Whenever possible, each provision of this IP Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this IP Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this IP Agreement, and the Parties shall amend or otherwise modify this IP Agreement to replace any prohibited or invalid provision with an effective and valid provision that gives effect to the intent of the Parties to the maximum extent permitted by applicable Law.

5. Further Assurances; Recordation and Further Actions. To the extent applicable, the Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Purchaser. Following the date hereof, upon the Purchaser's reasonable request, the Seller shall take such steps and actions at the Purchaser's expense, and provide such cooperation and assistance to the Purchaser 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 reasonably required to effect, evidence, or perfect the assignment of the Domain Name and the Trademark to the Purchaser, or any assignee or successor thereto.

6. Amendments and Waivers. Except as otherwise set forth herein or therein, no term, condition or covenant of this IP Agreement may be amended or waived (either generally or in a particular instance and either retroactively or prospectively), without the prior written consent of the Purchaser and the Seller. Notwithstanding the foregoing, any Party may waive on its behalf any term, condition or covenant intended for its benefit by written consent. No waivers of or exceptions to any term, condition or provision of this IP Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

7. Successors and Assigns. The Seller may not assign any of its rights or delegate any of its obligations under this IP Agreement without the prior written consent of the Purchaser. The provisions of this IP Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the Parties.

8. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this IP Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

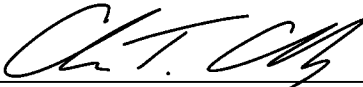
9. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Agreement by facsimile or electronic mail in PDF or similar format shall be effective as delivery of a mutually executed counterpart to this IP Agreement.


[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this IP Agreement to be executed and delivered on the date first above written.

THE PURCHASER:

**EXECUTIVE CONSULTING GROUP, LLC D/B/A
ECG MANAGEMENT CONSULTANTS**

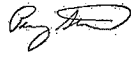
By: 
Name: Christopher Collins
Title: Chief Executive Officer

By: 
Name: Gregg Glaser
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Parties have caused this IP Agreement to be executed and delivered on the date first above written.

THE SELLER:

MD RANGER, INC.

By: 
Name: Penny L. Stroud
Title: President

[end of signatures]

[Signature page to Intellectual Property Assignment Agreement]