

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WellMed Medical Group, P.A.		12/21/2010	Professional Association: TEXAS
RECEIVING PARTY DATA			
Name:	WellMed Medical Management, Inc.		
Street Address:	8637 Fredericksburg Road, Suite 360		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78240-1283		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3775575	WELLMED YOUR HEALTHCARE COMPANION FOR LIFE	
Registration Number:	3772564	YOUR HEALTHCARE COMPANION FOR LIFE	
Serial Number:	77526193	THE WELLMED ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147455172		
Email:	jmuennink@winstead.com		
Correspondent Name:	Cathryn A. Berryman c/o Winstead PC		
Address Line 1:	P.O. Box 50784		
Address Line 4:	Dallas, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	46707 25		
NAME OF SUBMITTER:	Cathryn A. Berryman		

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TRADEMARK
 REEL: 004455 FRAME: 0584

Signature:	/Cathryn A. Berryman/
Date:	01/18/2011
Total Attachments: 7 source=TM Assignment 12-21 WMG-WMMI#page1.tif source=TM Assignment 12-21 WMG-WMMI#page2.tif source=TM Assignment 12-21 WMG-WMMI#page3.tif source=TM Assignment 12-21 WMG-WMMI#page4.tif source=TM Assignment 12-21 WMG-WMMI#page5.tif source=TM Assignment 12-21 WMG-WMMI#page6.tif source=TM Assignment 12-21 WMG-WMMI#page7.tif	

TRADEMARK ASSIGNMENT AND LICENSE

THIS TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into effective as of December 21, 2010 ("Effective Date"), between WellMed Medical Group, P.A., a Texas professional association, having an address at 8637 Fredericksburg Road, Suite 360, San Antonio, Texas 78240-1283 (hereinafter referred to as "Assignor"), and WellMed Medical Management, Inc., a Texas corporation having an address at 8637 Fredericksburg Road, Suite 360, San Antonio, Texas 78240-1283 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the applicant (under its prior name, Princeton Medical Group, P.A.) and owner of record of certain trademarks, U.S. Registration No. 3,775,575 for WELLMED YOUR HEALTHCARE COMPANION FOR LIFE registered April 13, 2010; U.S. Registration No. 3,772,564 for YOUR HEALTHCARE COMPANION FOR LIFE registered on April 6, 2010; and U.S. Serial No. 77/526,193 for THE WELLMED ADVANTAGE filed July 18, 2008, all of which are listed on Exhibit A1, as well as any associated common law rights (the "Assigned Trademarks"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in and to the Assigned Trademarks;

WHEREAS, in light of the foregoing, the parties acknowledge that this Agreement is intended to effectuate a full and complete assignment by Assignor to Assignee of all of Assignor's rights in and to the Assigned Trademarks and all of the goodwill associated with the businesses in which the Assigned Trademarks are used, which are on-going and existing;

WHEREAS, Assignee is the owner of the trademarks set forth on the attached Exhibit A2 (collectively with the Assigned Trademarks, the "Trademarks"); and

WHEREAS, Assignor desires to obtain a royalty-free, non-exclusive license from Assignee to use the Trademarks subject to certain terms and conditions, and Assignee is interested in granting Assignor such a formal, non-exclusive license.

NOW, THEREFORE, for and in consideration of the foregoing premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in the Assigned Trademarks including domestic and foreign rights, including without limitation: (i) all goodwill associated with the Assigned Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Assigned Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Assigned Trademarks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain registrations in the Assigned Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such rights, title and interest assigned hereby in

and electronic documentation in support of its ownership and continuous use of the Assigned Trademarks from the date of first use or registration; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Assigned Trademarks.

As additional consideration for this Agreement, effective as of the Effective Date, Assignee grants to Assignor a royalty-free, non-exclusive license to use the Trademarks in connection with Assignor's business in accordance with the specific terms and conditions set forth in **Exhibit B**.

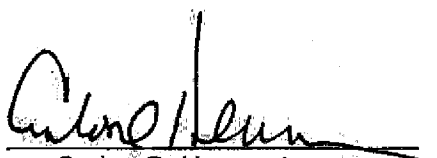
This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, proposals or understandings between the parties, whether written or oral.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.

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

ASSIGNOR:
WELLMED MEDICAL GROUP, P.A.

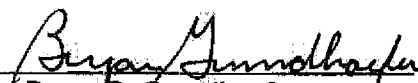
Signature:
Name:
Title:



Carlos O. Hernandez
President

ASSIGNEE:
**WELLMED MEDICAL MANAGEMENT,
INC.**

Signature:
Name:
Title:

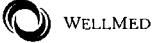
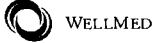
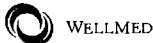


Bryan D. Grundhoefer
President

EXHIBIT A1

Trademark	Class: Services	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
WELLMED YOUR HEALTHCARE COMPANION FOR LIFE	39: Transportation of patients by car, bus, van and ambulance 41: Exercise programs, namely, physical fitness instruction services provided by primary care physicians	77/526,195 July 18, 2008	3,775,575 April 13, 2010	Registered
THE WELLMED ADVANTAGE	39: Transportation of patients by car, bus, van and ambulance	77/526,193 July 18, 2008	N/A	Pending
YOUR HEALTHCARE COMPANION FOR LIFE	35: Providing primary care physician referral services that feature medical specialists and disease management program participants; retail pharmacy services offered by primary care physicians 39: Transportation of patients by car, bus, van and ambulance 41: Exercise programs, namely, physical fitness instructions services provided by primary care physicians 44: Managed health care services, namely, providing primary care physician medical and healthcare services; providing and maintaining electronic medical records by primary care physicians for patients; health care services, namely, disease management programs provided by primary care physicians 45: Social services, namely, personal support services for patients under the care of primary care physicians in the nature of help with medical forms required for government health programs and dental, vision and hearing benefits; case management services, namely, the coordination of medical services, vocational issues and educational issues for hospitalized patients under the care of primary care physicians	77/524,900 July 17, 2008	3,772,564 April 6, 2010	Registered

EXHIBIT A2

Trademark	Class: Services	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
WELLMED	35: Management and administration services for physicians, physician organizations and other health care providers, namely, placing non-physician health care personnel; personnel management; business consultation for the health care industry in the fields of the development and implementation of policies, practices, procedures and quality assurance	75/529,553 August 3, 1998	2,970,847 July 19, 2005	Registered
WELLMED	36: Leasing of furnished office space to physicians, physician organizations and other healthcare providers	75/983,438 August 3, 1998	2,970,921 July 19, 2005	Registered
WELLMED	42: Conducting and assisting to conduct clinical trials; development of health care delivery systems for independent practice associations, medical clinics and other forms or physician organizations	75/983,439 August 3, 1998	2,933,449 March 15, 2005	Registered
WELLMED	Arrangement and delivery of health care services	N/A	N/A	Common Law
WELLMED & Design 	35: Management and administration services for physicians, physician organizations and other health care providers, namely, placing non-physician health care personnel; personnel management; business consultation for the health care industry in the fields of the development and implementation of policies, practices, procedures and quality assurance	75/613,711 December 30, 1998	2,970,854 July 19, 2005	Registered
WELLMED & Design 	36: Leasing of furnished office space to physicians, physician organizations and other healthcare providers	75/983,430 December 30, 1998	2,976,436 July 26, 2005	Registered
WELLMED & Design 	42: Conducting and assisting to conduct clinical trials; development of health care delivery systems for independent practice associations, medical clinics and other forms or physician organizations	75/983,431 December 30, 1998	2,933,448 March 15, 2005	Registered

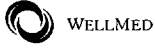
Trademark	Class: Services	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
WELLMED & Design 	Arrangement and delivery of health care services	N/A	N/A	Common Law

EXHIBIT B

LICENSE TERMS AND CONDITIONS

1. Grant of License. Assignee hereby grants to Assignor, and Assignor hereby accepts, a royalty-free, non-exclusive license to use the Trademarks in accordance with the terms and conditions set forth below. Assignor shall not be permitted to sublicense any use of the Trademarks unless it has first received written permission from Assignee to do so. Assignor shall use the Trademarks only as specifically authorized by this Agreement.
2. Term and Termination. The term of the license shall be indefinite, but subject to termination in the case of Assignor's failure to comply with any material provision of this Agreement, if such noncompliance is not remedied within thirty (30) days after receiving written notice of such default. Upon termination of this Agreement, Assignor shall be given sixty (60) days from the date of termination to phase-out any and all use of the Trademarks; provided that Assignor may keep copies of any such materials bearing the Trademarks as necessary for financial records and archival purposes only. At such time, Assignor shall also cooperate and provide reasonable assistance to Assignee, with respect to any documentation, registrations, or other activity pertinent to a transfer of any trademarks, domain names or materials containing the Trademarks to Assignee or its designee. If Assignee has granted Assignor permission to enter sublicenses with respect to the Trademarks, then Assignor shall ensure that all sublicensees comply with the phase-out provisions set forth in this Section 2.
3. Ownership of Trademarks. Assignor acknowledges Assignee's exclusive ownership of the Trademarks, agrees that it will do nothing inconsistent with such ownership, and that all goodwill associated with past, present, or future use of the Trademarks has inured and shall continue to inure to the benefit of Assignee.
4. Display of Trademarks and Notice. Assignor shall place appropriate trademark notices on all printed and electronic materials. The federal registration symbol, ®, shall be used when the Trademarks are used in connection with the services for which they are federally registered. All other uses of the Trademarks should be accompanied by the TM or SM symbol.
5. Scope of Use. Assignor shall be permitted to use the Trademarks solely in connection with Assignor's business. Use of the Trademarks shall be permitted in all materials, written or electronic, so long as the use is in compliance with the terms of this Agreement. As part of the license granted hereunder, Assignor shall also be permitted to use WELLMED as part of its corporate name, trade name, assumed name, and the domain name WELLMEDMEDICALGROUP.COM.
6. Quality Control. All use by Assignor of the Trademarks must be in compliance with any quality control and usage guidelines or other instructions furnished by Assignee, which may be updated from time to time. Assignor agrees to maintain the same or higher standards of quality in connection with its services offered under the Trademarks as exist in its activities on the Effective Date.
7. No Combination or Alteration of Licensed Trademarks. Assignor may combine any of the Trademarks with Assignor's own trademarks or with third party trademarks provided

it receives advance, written permission from Assignee for such usage, and further provided that the combination maintains the separate and distinct commercial impression of the Trademarks. Under no circumstances shall Assignor alter or modify the Trademarks licensed under this Agreement without first receiving advance, written permission from Assignee for such modifications or alterations.

8. Enforcement of Rights. Assignor agrees to notify Assignee promptly of any actual or threatened infringement or unauthorized use of the Trademarks by third parties of which Assignor becomes aware. At Assignee's request, Assignor agrees to provide reasonable cooperation with Assignee's enforcement efforts at Assignee's cost and expense.
9. Maintenance and Registration of Rights. Assignor shall fully and timely cooperate in helping Assignee maintain its existing federal registrations and in prosecuting any new applications for the Trademarks, including, but not limited to, promptly responding to Assignee's request for samples demonstrating current use of the Trademarks in commerce.