

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patients First North, Inc.		07/01/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	CRH FL Management, LLC		
Street Address:	75 Fourteenth Street		
Internal Address:	Suite 2700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3404961	WHEN YOU NEED A DOCTOR NOT AN APPOINTMEN	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	119998-450		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	07/07/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 1, 2016 (the "Effective Date"), by and among Patients' First North, Inc. ("Assignor"), and CRH FL Management, LLC ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"); and

WHEREAS, Assignor owns all rights, title and interest in and to the trademarks, service marks, and logos identified on Schedule 1, attached hereto and incorporated by this reference (hereinafter referred to as the "Marks"); and

WHEREAS, in connection with the Purchase Agreement, the Parties desire to enter into this Assignment for the purposes of assigning all of Assignor's rights, title and interests in the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, in consideration of the Parties' agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agrees as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for past, present and future infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. At any time on or after the Effective Date, Assignor agrees to execute and deliver all such transfers, assignments, conveyances and assurances and take or cause to be taken such further actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document necessary to give effect to the assignment of the Marks to Assignee hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.



3. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks.

4. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

5. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes any and all prior and contemporaneous agreements between the Parties, written or oral, with respect to the transactions contemplated hereby. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

6. This Assignment is absolute, exclusive and irrevocable.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, excluding any conflicts-of-law rules or principles that might refer the governance or construction of this Agreement to the laws of another jurisdiction.

8. This Assignment 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. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page(s) and Schedule to Follow this Page.]



IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: PATIENTS' FIRST NORTH, INC.

By:

Name: Brian S. Webb


Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005830 FRAME: 0258

Assignee: **CRH FL MANAGEMENT, LLC**

By:



Name: Andrea Malik Roe

Title: Vice President, Treasurer and Secretary

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005830 FRAME: 0259

Schedule 1

Registered Trademark

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
WHEN YOU NEED A DOCTOR NOT AN APPOINTMENT	77240244 July 27, 2007	3404961 April 1, 2008	Registered

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