

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROZER-KEYSTONE URGENT CARE, LLC		07/01/2016	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PROSPECT CROZER URGENT CARE, LLC		
Street Address:	One Medical Center Boulevard		
City:	Upland		
State/Country:	PENNSYLVANIA		
Postal Code:	19013		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77602784	PIONEERURGENTCARE	
Serial Number:	77602714	PIONEER URGENT CARE	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<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:	609 987 7050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. Stein		
Address Line 1:	100 Lenox Drive		
Address Line 2:	Suite 200		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
NAME OF SUBMITTER:	Elliott J. Stein		
SIGNATURE:	/varlawyer/		
DATE SIGNED:	08/12/2016		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment") is made by and entered into as of July 1, 2016 (the "Effective Date"), by CROZER-KEYSTONE URGENT CARE, LLC, a Pennsylvania limited liability company ("Assignor").

RECITALS

WHEREAS, Assignor and PROSPECT CROZER URGENT CARE, LLC, a Pennsylvania limited liability company ("Assignee") have, through their respective parent organizations, executed and entered into an Asset Purchase Agreement, dated January 8, 2016, as amended (the "APA");

WHEREAS, pursuant to the APA and effective as of the Effective Date, Assignee has acquired from Assignor, inter alia, substantially all of the Assets (as therein defined) of the Assignor including, but not limited to, certain intellectual property comprising and related to the trademark registrations appended hereto as "Schedule A";

WHEREAS, Assignor wishes to confirm hereby the assignment of certain intellectual property listed on Schedule A hereto:

TERMS OF ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers and sells to Assignee, all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including, but not limited to, those described on Schedule A hereto.

IN WITNESS WHEREOF, the Assignor has executed this Assignment effective on the day and year first set forth above.

CROZER-KEYSTONE URGENT CARE, LLC

By: Patrick J. Gavin
Name: Patrick J. Gavin
Title: President

SCHEDULE A. TRADEMARKS / SERVICE MARKS

Trademark/Service Mark	Serial #	Registration #	Old Owner	New Owner
1. Pioneer Urgent Care	77602784	3631040	Crozer-Keystone Urgent Care, LLC	Prospect Crozer Urgent Care, LLC
2. Pioneer Urgent Care	77602714	3631036	Crozer-Keystone Urgent Care, LLC	Prospect Crozer Urgent Care, LLC

08/11/2016 SL1 1427542v1 109737.00001

RECORDED: 08/12/2016**TRADEMARK
REEL: 005853 FRAME: 0788**