

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medicast Inc.		07/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Providence Health & Services-Washington		
Street Address:	1801 Lind Ave SW, No. 9016		
City:	Renton		
State/Country:	WASHINGTON		
Postal Code:	98057-9016		
Entity Type:	Non-Profit Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86273737	VIRTUAL PRACTICE	
Serial Number:	85845016	MEDICAST	
Serial Number:	86273768	HOUSE CALL	
Serial Number:	86815909		
Serial Number:	86815647		
Serial Number:	86284225		
Serial Number:	86273742		
CORRESPONDENCE DATA			
Fax Number:	4159848300		
<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:	415 984-8200		
Email:	sftrademarks@nixonpeabody.com		
Correspondent Name:	Nixon Peabody LLP		
Address Line 1:	P.O. Box 26769		
Address Line 4:	San Francisco, CALIFORNIA 94126-6769		
ATTORNEY DOCKET NUMBER:	68520-001000		
NAME OF SUBMITTER:	Marlene J. Williams		
SIGNATURE:	/mjw/		

CH \$190.00 86273737

DATE SIGNED:	09/01/2016
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Total Attachments: 6

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- source=2016-07-08 Medicast Trademark Assignment Agreement - 068520#page2.tif
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “*Trademark Assignment*”) is made and entered into as of July 8, 2016 between Medicast Inc., a Delaware corporation (“*Assignor*”) and Providence Health & Services – Washington, a Washington non-profit corporation (“*Assignee*”). Assignor and Assignee are referred to individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

A. The Parties, Nafis Zebarjadi and Sam Zebarjadi (together, the “*Seller Stockholders*”) are parties to the Asset Purchase Agreement dated July 8, 2016 (the “*Asset Purchase Agreement*”). All capitalized terms used in this Trademark Assignment but not otherwise defined in this Trademark Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all right, title and interest in and to the Business Assets, including but not limited to the Trademarks and Trademark Rights.

C. Assignee desires to acquire all of the Trademarks and Trademark Rights, including but not limited to those Trademark and Domain Name Applications and Registrations listed on **Exhibit A** to this Trademark Assignment.

NOW, THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements set forth in this Trademark Assignment and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest in and to the Trademarks and Trademark Rights in the world for all of the goods and/or services included in the relevant applications or registrations or in conjunction with which the Trademarks are used, including but not limited to the goodwill of the Business associated with and symbolized by the Trademarks; any and all common law rights, applications, and registrations for the Trademarks, and rights of every kind and nature therein (including but not limited to the right to apply in any or all countries of the world for trademark applications and registrations); and the right of Assignee to bring actions, claim relief, and claim damages in respect of any past or future infringement or other violation of rights with respect to any of the Trademarks and Trademark Rights throughout the world.

2. Assignor also hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and similar officers of states and of foreign countries to issue trademark registrations, other evidence, and other forms of intellectual property protection or applications to Assignee and its successors and assigns in accordance with the terms of this Trademark Assignment.

3. Assignor agrees to do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment, delivery, and recordation of all papers, instruments, oaths, declarations, as Assignee may request in order to vest all right, title, and interest in and to the

Trademarks and Trademark Rights over to Assignee and to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Trademarks and Trademark Rights.


4. The terms and conditions of this Trademark Assignment will inure to the benefit of the Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

MEDICAST INC.

By:  _____

Name: Sam Zebarjadi

Title: Chief Executive Officer

ASSIGNEE:

**PROVIDENCE HEALTH & SERVICES –
WASHINGTON**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

MEDICAST INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

**PROVIDENCE HEALTH & SERVICES -
WASHINGTON**

By: _____

Name: Aaron Martis

Title: Ex. Chief Digital + Innovation Officer

Exhibit A

Trademark and Domain Name Applications and Registrations

TRADEMARKS

Matter	Trademark	Class	Country	Status	Section 8/15 filing	Renewal date
1232561	"Medicast"		WIPO (EM, JP, KR, SG)	Granted		Jan 10, 2024
SN: 88273727	"Virtual Practice"		USA	Granted, Supplemental Register		Aug 4, 2025
SN: 8888016	"Medicast"		USA	Granted, Principal Register		Dec 10, 2023
SN: 88273768	"House Call"		USA	Application Suspended		
SN: 888803	Design: Pindrop Logo		USA	Office Action Received: RESPONSE DEADLINE 9/9/16		
SN: 888847	Design: Pindrop Logo		USA	Office Action Received: RESPONSE DEADLINE 9/9/16		
SN: 88284225	Design: Pindrop Logo		USA	Granted, Principal Register		May 19, 2025
SN: 88273742	Design: Pindrop Logo		USA	Granted, Principal Register		April 28, 2025

DOMAIN NAME RIGHTS

Domain	Date Registered	Registrar
Medicast.co	Jan 13, 2013	Namecheap
Medicast.com	Mar 6, 2015	Namecheap
Medicast.io	Feb 19, 2015	Amazon
Virtualpractice.net	Feb 19, 2015	Amazon
Homehealth.io	Feb 19, 2015	Amazon
Virtualpractice.org	Feb 19, 2015	Amazon
Medicast.in	Feb 19, 2015	Amazon
Medicastinc.com	Mar 18, 2014	Gandi
Medicastinc.co	Mar 18, 2014	Gandi
Oncall.md	Jan 13, 2014	MoldData

[Exhibit A to Trademark Assignment]