

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael G. Myers, M.D., and Eric Trefelner, M.D., Inc.		07/31/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Imaging Advantage, LLC		
Street Address:	1A Burton Hills Boulevard		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2703247	NIGHTSHIFT RADIOLOGY	
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 Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	121484-108		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	08/10/2017		
Total Attachments: 2			
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CH \$40.00 2703247

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective as of July 31, 2017 (the "Effective Date"), by and between Michael G. Myers, and M.D. Eric Trefelner, M.D., Inc., a California professional corporation d/b/a Nightshift Radiology, (the "Assignor"), and Imaging Advantage, LLC, a Delaware limited liability company (the "Assignee").

Assignor has adopted, used, and is using the trademark NIGHSHIFT RADIOLOGY, which is registered with the U.S. Patent and Trademark Office under Reg. No. 2703247 (the "Mark");

Assignor wishes to assign the Mark and the registration to Assignee; and

Assignee is desirous of acquiring said Mark and the registration therefor.

For good and valuable consideration, including \$10 to be paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree 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 Mark and all issuances, extensions, and renewals thereof, throughout the world, together with the goodwill of the business symbolized by the Mark, and the registration therefore, including without limitation, (i) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Mark, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and (ii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Mark, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor warrants that Assignor has the right to enter into this Assignment and agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment, to vest in Assignee such right, title, and interest in and to the Mark as granted to Assignee, and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

3. Assignor hereby appoints Assignee as the true and lawful attorney-in-fact of Assignor, with full power of substitution, having full right and authority, in the name of Assignor to do all such acts and things in relation to the matters set forth in Sections 1 and 2 of this Assignment as Assignee shall reasonably deem desirable. Assignor agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Assignee.

4. This Assignment and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

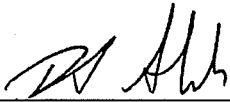
6. This Assignment, and any subsequent written amendments or modifications to this Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its or any other jurisdiction's conflict of laws rules or principles.

Assignor and Assignee hereby cause this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

**Assignor: MICHAEL G. MYERS, AND
M.D. ERIC TREFELNER, M.D., INC.,
D/B/A NIGHTSHIFT RADIOLOGY**

**Assignee: IMAGING ADVANTAGE,
LLC**

By: 

By: 

Name: ARTHUR RADOW, MD FRCR

Name: DOUGLAS SHANAHAN

Title: PRES -

Title: VA CORP COUNSEL