

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Code 3 Emergency Physicians, P.A.		11/07/2017	Professional Association: TEXAS
RECEIVING PARTY DATA			
Name:	Code 3 Emergency Partners, LLC		
Street Address:	5300 Town and Country		
Internal Address:	Suite 260		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86755810	CODE 3 EMERGENCY PHYSICIANS	
Serial Number:	86755871	CODE 3 EMERGENCY PARTNERS	
Serial Number:	86755861	C3EP	
CORRESPONDENCE DATA			
Fax Number:	2149224142		
<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:	214-922-4135		
Email:	rcain@hallettperrin.com		
Correspondent Name:	William W. Meier, III		
Address Line 1:	1445 Ross Avenue		
Address Line 2:	Suite 2400		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	President		
SIGNATURE:	/Carrie de Moor, MD/		
DATE SIGNED:	11/10/2017		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of November 4, 2017, by and between **CODE 3 EMERGENCY PHYSICIANS, P.A.**, a Texas professional association ("Assignor"), and **CODE 3 EMERGENCY PARTNERS, LLC**, a Texas limited liability company ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the trademarks listed on Schedule A attached hereto and incorporated herein by reference (the "Assigned Trademarks"); and

WHEREAS, Assignor has agreed to convey, assign, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all right, title and interest of Assignor in and to the Assigned Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby convey, assign, transfer and deliver unto Assignee, and Assignee hereby agrees to accept and acquire from Assignor, Assignor's entire and undivided right, title and interest in and to the Assigned Trademarks, together with all the associated goodwill of its business symbolized by the Assigned Trademarks, and all applications and registrations of the Assigned Trademarks, and any and all existing marketing, services, and other operating manuals, memoranda, guidelines and other standards or instructions related to the Assigned Trademarks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement of the Assigned Trademarks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns or other legal representatives.

2. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

3. Registration. Assignor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Assigned Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Assigned Trademarks.

4. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by both of the parties hereto.

7. Attorney in Fact. Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the assets or rights conveyed herein and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the assets and rights conveyed herein; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed herein; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties to this Assignment need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by each of the parties.

[Signature Pages Follow]


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IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment as of the 7 day of November, 2017.

ASSIGNOR:

CODE 3 EMERGENCY PHYSICIANS, P.A.
a Texas professional association

By: 
Name: Carrie de Moor, M.D.
Title: President

STATE OF TEXAS)
)
COUNTY OF Denton) SS:

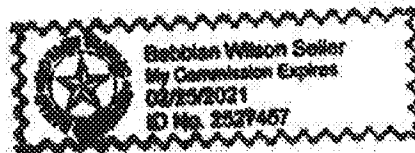
On this 7 day of November, 2017, before me personally appeared Carrie de Moor, M.D., known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Assignment, and acknowledged that she, as the duly authorized President of Code 3 Emergency Physicians, P.A., executed the same for the uses and purposes therein set forth.

SEAL


Notary Public: 

My commission expires:

2-25-21



SCHEDULE A
ASSIGNED TRADEMARKS

Trademark	Filed	Serial No.	Reg. Date	Reg. No.
Code 3 Emergency Physicians	September 14, 2015	86/755810	September 27, 2016	5048099
Code 3 Emergency Partners	September 14, 2015	86/755871		
	September 14, 2015	86/755861	February 7, 2017	5138389