

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Candescent Health, Inc.		08/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sheridan Healthcare, Inc.		
Street Address:	6200 South Syracuse Way, Suite 200		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5370403	CANDESCENT HEALTH	
Registration Number:	4857024	IMPOWER HEALTH	
CORRESPONDENCE DATA			
Fax Number:	7194733800		
<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:	719-473-3800		
Email:	jill.chalmers@bclplaw.com, judi.cope@bclplaw.com		
Correspondent Name:	Jill J. Chalmers		
Address Line 1:	Bryan Cave Leighton Paisner LLP		
Address Line 2:	90 S. Cascade Avenue, Suite 1300		
Address Line 4:	Colorado Springs, COLORADO 80903		
ATTORNEY DOCKET NUMBER:	0383631		
NAME OF SUBMITTER:	Jill J. Chalmers		
SIGNATURE:	/jill j. chalmes/		
DATE SIGNED:	09/26/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of August 4, 2017, is made by Candescant Health, Inc., a Delaware corporation (“Seller” or “Assignor”), in favor of Sheridan Healthcare, Inc., a Delaware corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Buyer, Seller and certain of Seller’s stockholders, dated as of the even date herewith (the “Purchase Agreement”). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Copyright Office, and the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to all the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

CANDESCENT HEALTH, INC.

By: 
Name: _____
Its: _____

AGREED TO AND ACCEPTED:

SHERIDAN HEALTHCARE, INC.

By: _____
Name: _____
Its: _____

[IP ASSIGNMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

CANDESCENT HEALTH, INC.

By: _____

Name: _____

Its: _____

AGREED TO AND ACCEPTED:

SHERIDAN HEALTHCARE, INC.

By:  _____

Name: Julian Marcus

Its: Vice President

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**Schedule 1
ASSIGNED TRADEMARKS**

Candescent Health	86548942	009 Intent to Use	Computer software and hardware for managing medical imaging and diagnostic services	February 27, 2015	Notice of Allowance issued 10/20/15. Specimen rejected 10/24/16; extension 4/28/2017.	Respond to Office Action with specimen by Oct. 26, 2017 Name change amendment (from imPower Health, Inc. to Candescant Health, Inc.) needs to be uploaded for recordation.
Candescent Health	86548942	035 Intent to Use	Business consulting services in the field of management, performance and use of imaging and diagnostic service	February 27, 2015	Notice of Allowance issued 10/20/15. Specimen rejected 10/24/16; extension 4/28/2017.	Respond to Office Action with specimen by Oct. 26, 2017 Name change amendment (from imPower

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RadPerform	§ 67(3)(3)			Computer software and hardware for managing radiology services across multiple sites, namely, by managing radiology service requests using a rules engine to route and enforce services standards, and managing the transfer of medical images from one site to another	July 27, 2015	Notice of Allowance issued 4/05/16. Extension of time to file SOU granted 4/12/2017.	File Statement of Use specimen or request for extension of time to file SOU by Oct. 5, 2017	Health, Inc. to Candescant Health, Inc.) needs to be uploaded for recordation.
RadPerform	§ 67(3)(3)	009 Intent to Use		Technical support services, namely, monitoring technological functions of computer network systems in the management of radiology services across multiple sites, namely, by managing radiology service requests using a rules engine to route and enforce services standards, and managing the transfer of medical images from one site to another; and consulting services related thereto	July 27, 2015	Notice of Allowance issued 4/05/16. Extension of time to file SOU granted 4/12/2017.	File Statement of Use with specimen or request for extension of time to file SOU by Oct. 5, 2017	

imPower Health	§§ 71444	035	Business consulting services in the field of management, performance and use of imaging and diagnostic services.	March 3, 2014 First Use: Oct. 6, 2014 First Use in Commerce: Nov. 1, 2014	Registered 11/17/15.	®	Affidavit of continued use to be filed on or after November 17, 2020 and before November 17, 2021
Candescent	§§ 71441	9, 35	9: Computer hardware and software for managing medical imaging and diagnostic services, namely, the classification, routing, and/or assignment of images to healthcare professionals to aid in care delivery 35: Business consulting services in the field of management, performance, and use of imaging and diagnostic services	April 6, 2015	Abandoned on June 12, 2017 for failure to file Statement of Use or extension request		Petition to Revive on or before August 12, 2017
Perform	§§ 71441	9	Computer software and hardware for managing radiology services across multiple sites, namely, by managing radiology service requests using a rules engine to route and enforce services standards, and managing the transfer of medical images from one site to another	August 31, 2015	Notice of Allowance issued Feb. 9, 2016 Second extension of time to file SOU granted		File Statement of Use or request for extension of time to file SOU by August 9, 2017

Perform	XXXXXXXXXX	42	technical support services, namely, monitoring technological functions of computer network systems in the management of radiology services across multiple sites, namely, by managing radiology service requests using a rules engine to route and enforce services standards, and managing the transfer of medical images from one site to another; and consulting services related thereto	August 20, 2015	Notice of Allowance issued Feb. 16, 2016 Second extension of time to file SOU granted Jan. 17, 2017	File Statement of Use or request for extension of time to file SOU by August 16, 2017
Connect	XXXXXXXXXX	9	Computer software for the management of radiology services requests, namely, by using a rules engine to route and enforce services standards, which may include any or all of a work list, routing engine, quality program, reporting and analytics and clinical management workflow	July 27, 2015	Notice of Allowance issued Feb. 16, 2016. Second extension of time to file SOU granted Jan. 17, 2017	File Statement of Use or request for extension of time to file SOU by August 16, 2017