

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492631

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medical Consultants Network LLC		06/01/2018	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mitchell International, Inc.		
<b>Street Address:</b>	6220 Greenwich Drive		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92122		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2246901	MCN	
<b>Registration Number:</b>	3004104	MCN	
<b>Registration Number:</b>	2679543	MEDICAL CONSULTANTS NETWORK	
<b>Registration Number:</b>	3103714	MEDICAL JUDGMENT: NATIONWIDE	
<b>Registration Number:</b>	5088313	MCN	
<b>Registration Number:</b>	5065934	THE POWER OF A SECOND LOOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585093691		
<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>			
<b>Phone:</b>	858-720-8900		
<b>Email:</b>	DMTMDocketing@sheppardmullin.com		
<b>Correspondent Name:</b>	Lisa M. Martens		
<b>Address Line 1:</b>	12275 El Camino Real, Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130-2006		
<b>NAME OF SUBMITTER:</b>	Lisa M. Martens		
<b>SIGNATURE:</b>	/Lisa M. Martens/		
<b>DATE SIGNED:</b>	10/03/2018		

CH \$165.00 2246901

**Total Attachments: 4**

source=Mitchell\_-\_Decatur\_-\_IP\_Assignment\_Agreement#page8.tif

source=Mitchell\_-\_Decatur\_-\_IP\_Assignment\_Agreement#page9.tif

source=Mitchell\_-\_Decatur\_-\_IP\_Assignment\_Agreement#page10.tif

source=Mitchell\_-\_Decatur\_-\_IP\_Assignment\_Agreement#page11.tif

**ANNEX A**

**ASSIGNMENT OF TRADEMARKS - FOR RECORDATION PURPOSES**

This Trademark Assignment (this "Assignment") is entered into as of June 1, 2018 and is delivered in connection with (i) that certain Intellectual Property Assignment Agreement (the "IP Agreement") entered into as of June 1, 2018 by and among Mitchell International, Inc., a Delaware corporation (the "Purchaser"), Medical Consultants Network LLC, a State of Washington limited liability company (the "Washington Seller"), MCN Consultants Network, Inc., a New York corporation (the "New York Seller") and together with the Washington Seller, the "Sellers"), and (ii) that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of May 25, 2018, by and among the Purchaser, the Sellers, MCN Holdings LLC, a State of Washington limited liability company ("MCN Holdings"), and Brian Grant (together with MCN Holdings, the "Seller Parties"). The Sellers and the Purchaser are occasionally referred to herein collectively as the "Parties" and each individually as a "Party". Capitalized terms used in this Assignment without definition have the respective meanings given to them in the Purchase Agreement.

**RECITALS**

**WHEREAS**, the Sellers have delivered this Assignment signed by the Sellers to enable the Purchaser to file it with any appropriate Governmental Authority to indicate ownership of the Intellectual Property described below and for the other purposes set forth herein; and

**WHEREAS**, this Assignment supplements and is in addition to all other rights of the Purchaser under the IP Agreement and the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which the Sellers acknowledge, and by signing and delivering this Assignment, the Sellers sell, assign, transfer, convey, and deliver to the Purchaser all of the Sellers' right, title, and interest in and to:

- (a) the registered trademarks specifically listed in Schedule A to this Assignment (collectively, the "Marks"); and
- (b) the following properties and rights with respect to all Marks so listed in Schedule A:
  - (i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;
  - (ii) any and all registered Marks and applications for registration of the United States that have been or may be granted or filed, respectively, with respect to such Marks;
  - (iii) all foreign Marks that may claim priority based on and correspond to the Marks listed in Schedule A; and
  - (iv) all income, royalties, damages, and payments hereafter due or payable to the Sellers with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark.

This Assignment is made in connection with the sale of the business to which the Marks relate. As of the date first set forth above, the Purchaser has succeeded to all right, title, and standing of the Sellers to: (a) receive all rights and benefits pertaining to the Marks and related rights described above

and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the Marks described above.

This Assignment (a) is irrevocable and effective upon the Sellers' signatures to and delivery of a manually signed copy of this Assignment or facsimile or email transmission of the signatures to this Assignment in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and IP Agreement, and (d) may be signed in counterparts.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

**MEDICAL CONSULTANTS NETWORK LLC**

Brian L. Grant

By: Brian L. Grant (May 31, 2018)

Name:

Title:

**MCN CONSULTANTS NETWORK, INC.**

Brian L. Grant

By: Brian L. Grant (May 31, 2018)

Name:

Title:

**Signature:**

**Email:** brown@ryanlaw.com

*[Signature page to Trademark Assignment]*

Schedule A

Mark	Mark Type	Jurisdiction	First Use	Filed	Registered	Reg. No.	Current Status	Next Action
1. MCNS® Class 42: Medical services, namely, providing independent medical examinations and written medical reports by medical specialists, subspecialists or primary care specialists.	Plain Text	U.S.	4/20/95	10/27/95	5/25/99	2,245,201	Registered and renewed (1st renewal).	Section 8 & 9 renewal (2nd renewal) due 05/25/18 to 05/25/19.
2. MCNS® Class 35: Health care utilization and review services and medical bill review and management, in Class 35. Class 44: Independent medical examinations, vocational rehabilitation, medical case management, medical records auditing, and medical peer review.	Plain Text	U.S.	11/08/86	6/08/94	10/04/05	3,054,104	Registered and renewed (1st renewal).	Section 8 & 9 renewal (2 <sup>nd</sup> renewal) due 10/04/24 to 10/04/25.
3. MEDICAL CONSULTANTS NETWORK® Class 42: Independent medical examinations, vocational rehabilitation, medical case management, medical records auditing, medical chart reviews, medical utilization reviews, and medical peer review.	Plain Text	U.S.	4/01/94	5/31/99	1/28/03	3,079,543	Registered and renewed (1st renewal).	Section 8 & 9 renewal (2nd renewal) due 01/28/22 to 01/28/23.
4. MEDICAL JUDGMENT: NATIONWIDE® Class 35: Health care utilization and review services and medical bill review and management. Class 44: Independent medical examinations, vocational rehabilitation, medical case management, medical records auditing, and medical peer review.	Plain Text		7/09/89	6/07/95	8/13/06	3,103,714	Registered and renewed (1st renewal).	Section 8 & 9 renewal (2nd renewal) due 08/13/25 to 08/13/26.
Mark	Mark Type	Jurisdiction	First Use	Filed	Registered	Reg. No.	Current Status	Next Action
5. MCN Class 35: health care utilization and review services and medical bill review and management; medical records auditing for medical claims management purposes; health care utilization services featuring independent review organization services. CLASS 44: Independent medical examinations; medical second-opinion services; medical evaluation services, namely, medical peer review, review of medical necessity, appropriateness of medical care, and experimental and investigational treatments.	Stylized text	U.S.	5/25/16	1/12/18	11/22/15	5,988,313	Registered.	Section 8 & 15 declaration due 11/22/21 to 11/22/25
6. THE POWER OF A SECOND LOOK® Class 35: Health care utilization and review services and medical bill review and management; medical records auditing for medical claims management purposes; health care utilization services featuring independent review organization services. Class 44: Independent medical examinations; medical second-opinion services; medical evaluation services, namely, medical peer review, review of medical necessity, appropriateness of medical care, and experimental and investigational treatments.	Plain text	U.S.	5/25/16	1/12/18	11/18/15	5,985,934	Registered.	Section 8 & 15 declaration due 11/18/21 to 11/18/25