

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Locum Connections, LLC	FORMERLY Hospitalist Connections, LLC	06/19/2019	Limited Liability Company: DELAWARE
Eagle Telemed Holdings, LLC		06/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Locum Staff, LLC		
Street Address:	280 Interstate North Cir. SE, Suite 150		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5069312	LOCUM CONNECTIONS	
Registration Number:	5069319	LOCUM CONNECTIONS BY PHYSICIANS. FOR PHY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617.348.3047		
Email:	RDGiacchetti@mintz.com		
Correspondent Name:	Robert Giacchetti		
Address Line 1:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	055091-002		
NAME OF SUBMITTER:	Robert Giacchetti		
SIGNATURE:	/Robert Giacchetti/		
DATE SIGNED:	06/19/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment Agreement**”), dated as of June 19, 2019, is executed and delivered by Locum Connections, LLC, a Delaware limited liability company formerly known as “Hospitalist Connections, LLC,” and Eagle Telemed Holdings, LLC, a Delaware limited liability company (each and together, “**Assignor**”), for the benefit and in favor of Locum Staff, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, entered into as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor agreed to sell, assign, transfer, convey, deliver and relinquish to Assignee, in perpetuity, the Purchased Assets, including, without limitation, the Intellectual Property Assets;

WHEREAS, without limiting the generality of the foregoing or the Purchase Agreement, the Intellectual Property Assets consist of those marks and related IP Registrations set forth on Schedule 1 of this IP Assignment Agreement;

WHEREAS, each Assignor now desires to assign the Intellectual Property Assets to Assignee, and Assignee desires to acquire the Intellectual Property Assets from each Assignor; and

WHEREAS, the execution and delivery of this IP Assignment Agreement is an obligation of Assignor under the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

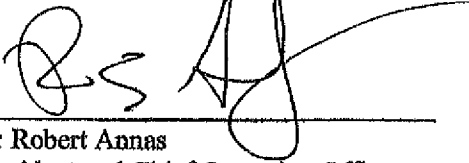
- 1. Definitions.** All capitalized terms used in this IP Assignment Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
- 2. Assignment.** Subject to the terms and conditions of the Purchase Agreement, each Assignor hereby sells, assigns, transfers, conveys, delivers and relinquishes to Assignee, in perpetuity, all such Assignor’s right, title, and interest in and to: (i) the Intellectual Property Assets (and related IP Registrations), (ii) all goodwill connected with the use thereof, and (iii) any and any claims and causes of action arising out of or related to any infringement, misuse or misappropriation of the Intellectual Property Assets.
- 3. Terms of Asset Purchase Agreement.** The terms, provisions, and conditions of the Purchase Agreement, including, without limitation, those set forth in Article 10, are hereby incorporated into this IP Assignment Agreement by reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement are not be superseded by this IP Assignment Agreement but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This IP Assignment Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of all parties, but all of which counterparts when taken together will constitute one and the same agreement. This IP Assignment Agreement shall become effective when duly executed and delivered by each party hereto. Counterpart signature pages to this IP Assignment Agreement may be delivered by facsimile or electronic delivery, including by email of a PDF signature page, and each such counterpart signature page will constitute an original for all purposes.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each Assignor has executed this IP Assignment Agreement as of the date first above written.

Assignor:
LOCUM CONNECTIONS, LLC

By: 
Name: Robert Annas
Its: President and Chief Operating Officer

EAGLE TELEMED HOLDINGS, LLC

By: _____
Name: Neil F. Luria
Its: Authorized Signatory

AGREED AND ACCEPTED:

Assignee:
LOCUM STAFF, LLC

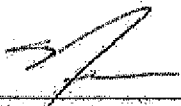
By: _____
Name: Manmeet Virdi
Its: Chief Executive Officer

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LOCUM CONNECTIONS, LLC

By: _____
Name: Robert Annas
Its: President and Chief Operating Officer

EAGLE TELEMED HOLDINGS, LLC

By:  _____
Name: Neil P. Luria
Its: Authorized Signatory

AGREED AND ACCEPTED:

Assignee:
LOCUM STAFF, LLC

By: _____
Name: Manmeet Viridi
Its: Chief Executive Officer

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Assignor:
LOCUM CONNECTIONS, LLC

By: _____
Name: Robert Annas
Its: President and Chief Operating Officer

EAGLE TELEMED HOLDINGS, LLC

By: _____
Name: Neil F. Luria
Its: Authorized Signatory

AGREED AND ACCEPTED:

Assignee:
LOCUM STAFF, LLC

By:  _____
Name: Manmeet Viridi
Its: Chief Executive Officer

Schedule 1

The following service marks, as registered with the United States Patent and Trademark Office:

1. Locum Connections
Registration Number: 5069312
Filing Date: January 12, 2015
Registration Date: October 25, 2016

2. Locum Connections by Physicians for Physicians.
Registration Number: 5069319
Filing Date: January 16, 2015
Registration Date: October 25, 2016