

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagle Telemed Holdings, LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Telemedicine, LLC		
Street Address:	5901-C Peachtree Dunwoody Road		
Internal Address:	Suite 350		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5423938	EAGLE	
Registration Number:	2894248	EAGLE HOSPITAL PHYSICIANS	
Registration Number:	5174597	EAGLE TELEMEDICINE	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	038943.05907		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	04/12/2021		
Total Attachments: 3			

OP \$90.00 5423938

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**ASSIGNMENT OF SERVICE MARKS, ACCOMPANYING
REGISTRATIONS, AND GOODWILL**

This Assignment of Service Marks, Accompanying Registrations, and Goodwill (this “Assignment”) is entered into effective as of June 30, 2017 (the “Effective Date”), by and between **Eagle Telemed Holdings, LLC**, a Delaware limited liability company with offices at 3284 Northside Parkway, NW, Suite 450, Atlanta, Georgia 30327 (the “Assignor”), and **Eagle Telemedicine, LLC**, a Delaware limited liability company with offices at 5901-C Peachtree Dunwoody Road, Suite 350, Atlanta, Georgia 30328 (the “Assignee”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor’s worldwide rights, title and interest in and to the service marks identified on Exhibit A attached hereto and incorporated herein by reference (collectively, the “Marks”), the registrations for the Marks, any renewals or extensions of such registrations, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor agrees to execute and deliver at the request of Assignee any papers, instruments, affidavits, declarations, powers of attorney, and assignments reasonably requested by Assignee to vest in Assignee all of Assignor’s right, title and interest in and to the Mark and the registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

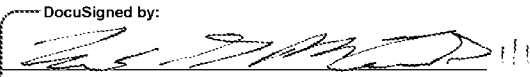
This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

EAGLE TELEMED HOLDINGS, LLC

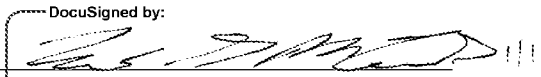
By: 
3481AE7AC4714C1...

Name: Mac McCormick

Title: CEO

ASSIGNEE:

EAGLE TELEMEDICINE, LLC

By: 
3481AE7AC4714C1...

Name: Mac McCormick

Title: CEO

EXHIBIT A
TO
ASSIGNMENT OF SERVICE MARKS, ACCOMPANYING
REGISTRATIONS, AND GOODWILL

	MARK	JURISDICTION	REGISTRATION NO.	CLASS	REGISTRATION DATE
1	EAGLE	USA	Reg. No. 5423938	44	March 13, 2018
2	EAGLE HOSPITAL PHYSICIANS	USA	Reg. No. 2894248	35	October 19, 2004
3	EAGLE TELEMEDICINE	USA	Reg. No. 5174597	35, 41, 44	April 4, 2017