

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644196

<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>
Health Information Technology Care, LLC		04/30/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medicus IT, LLC		
<b>Street Address:</b>	100 North Point Center East		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3821663	HITCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5184877777		
<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>	5184877643		
<b>Email:</b>	cbartini@woh.com		
<b>Correspondent Name:</b>	Colleen Bartini		
<b>Address Line 1:</b>	One Commerce Plaza		
<b>Address Line 2:</b>	Whiteman Osterman & Hanna LLP		
<b>Address Line 4:</b>	Albany, NEW YORK 12260		
<b>NAME OF SUBMITTER:</b>	Colleen Bartini		
<b>SIGNATURE:</b>	/Colleen Bartini/		
<b>DATE SIGNED:</b>	05/04/2021		
<b>Total Attachments: 6</b>			
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this “**Trademark Assignment**”) is made as of April 30, 2021, by and between **HEALTH INFORMATION TECHNOLOGY CARE, LLC**, a California limited liability company (“**Assignor**”), and **MEDICUS IT, LLC**, a Delaware limited liability company (the “**Assignee**”).

**WITNESSETH:**

**WHEREAS**, Assignor owns the trademark and service mark listed on Schedule A attached hereto (the “**Trademark**”) that is registered with the United States Patent and Trademark Office;

**WHEREAS**, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignor, Assignee and certain other parties thereto, Assignor has agreed to convey and transfer certain Intellectual Property Rights, including, without limitation, the Trademark, to Assignee; and

**WHEREAS**, Assignee desires to acquire all rights, title and interests in, to and under the Trademark and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and conveys to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademark and the registration and applications for registration, together with the goodwill of the Business connected with and symbolized by the Trademark and all rights and powers arising or accrued therefrom.

3. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

4. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademark. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or Assignee beyond those already specified in or contemplated by the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms

and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Trademark Assignment may be executed in multiple counterparts, each of which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be deemed an original and all of which shall be deemed, collectively, as one agreement.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

ASSIGNOR:

HEALTH INFORMATION TECHNOLOGY CARE, LLC

By: [Signature]  
Name: ~~Tony Niemotka~~ ADRIAN WILLIAMS  
Title: President (AW) CEO

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Then personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the above-named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this \_\_\_\_ of \_\_\_\_\_, 2021.

Notary Certificate Attached

\_\_\_\_\_  
Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Sonoma )

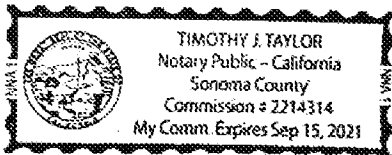
On 04/29/2021 before me, Timothy J. Taylor Notary Public  
Date Here/Insert Name and Title of the Officer

personally appeared Adrian Williams  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Trademark Assignment

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

ASSIGNEE:

**MEDICUS IT, LLC**

By: 

Name: Christopher D. Jann

Title: Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 007279 FRAME: 0395**

SCHEDULE A  
TO  
TRADEMARK/SERVICE MARK ASSIGNMENT

Trademark / Service mark	Registration No.	Serial No.	Date of Registration
<b>HITCare</b>	3821663	77892022	July 20, 2010