

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646697

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900612904		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluestone Physician Services, P.A., dba Bluestone Physician Services		04/05/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bluestone Management Services, LLC, dba Bluestone Management Services		
Street Address:	270 N. Main Street, Suite 300		
City:	Stillwater		
State/Country:	MINNESOTA		
Postal Code:	55082		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4447258	BLUESTONE PHYSICIAN SERVICES	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	087664-0099		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	05/13/2021		
Total Attachments: 7			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Trademark Assignment”) is effective as of April 5, 2021, by and between Bluestone Physician Services, P.A., dba Bluestone Physician Services, a Minnesota corporation located at 270 N. Main Street, Suite 300, Stillwater, Minnesota 55082 (“BPS”), Bluestone Physician Services Wisconsin, S.C., a Wisconsin service corporation located at 270 N. Main Street, Suite 300, Stillwater, Minnesota 55082 (“BPS WI”), and Cura Health Network LLC, a Florida limited liability company located at 10150 Highland Manor Drive Tampa, Florida 33610 (“Cura” and together with BPS and BPS WI, the “Assignors” and each individually, an “Assignor”), and Bluestone Management Services, LLC, dba Bluestone Management Services, a Minnesota limited liability company located at 270 N. Main Street, Suite 300, Stillwater, Minnesota 55082 (“Assignee”).

RECITALS

A. Assignors are the owners of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the “Marks”);

B. Assignors have agreed to transfer all of each Assignor’s right, title and interest in and to the Marks to Assignee; and

C. Assignors desire to assign all of each Assignor’s right, title and interest in and to the Marks to Assignee, and Assignee desires to acquire the Marks.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignors do hereby assign to Assignee, its successors and permitted assigns, all of each Assignor’s right, title and interest, in and to the Marks, and all of the goodwill of the businesses associated with the Marks, together with that portion of Assignors’ businesses that is ongoing and existing to which the Marks pertain, and all common law rights, including associated logo designs, registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Assignors hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “Commissioner”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Trademark Assignment.

3. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignors and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

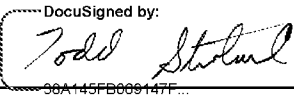
4. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[The remainder of this page is intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

Bluestone Physician Services, P.A.

By:  _____
DocuSigned by:
38A145FB009147F...

Name: Dr. Todd Stivland

Title: Chief Executive Officer

Bluestone Physician Services Wisconsin, S.C.

By:  _____
DocuSigned by:
38A145FB009147F...

Name: Dr. Todd Stivland

Title: Chief Executive Officer

Cura Health Network LLC

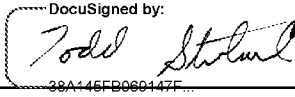
By: _____

Name: Timothy Koehler

Title: Chief Executive Officer

ASSIGNEE:

Bluestone Management Services, LLC

By:  _____
DocuSigned by:
38A145FB009147F...

Name: Dr. Todd Stivland

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

ASSIGNEE:

Bluestone Physician Services, P.A.

Bluestone Management Services, LLC

By: _____

By: _____

Name: Dr. Todd Stivland

Name: Dr. Todd Stivland

Title: Chief Executive Officer

Title: Chief Executive Officer

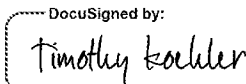
Bluestone Physician Services Wisconsin, S.C.

By: _____

Name: Dr. Todd Stivland

Title: Chief Executive Officer

Cura Health Network LLC

By:  _____
Ca:157EE70094480...

Name: Timothy Koehler

Title: Chief Executive Officer

Schedule A

Marks

Jurisdiction	Trademark	Registration No.	Registration Date
U.S. Federal	BLUESTONE PHYSICIAN SERVICES	4447258	December 10, 2013
Wisconsin State Trademark	BLUESTONE PHYSICIAN SERVICES	RN: WI 20151440038	January 14, 2015
Wisconsin State Trademark	BLUESTONE ACO	RN: WI 20200081656	December 11, 2020