

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Endovascular Associates, PLLC		12/29/2021	Professional Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Marquis II Management, LLC		
Street Address:	5555 Glenridge Connector		
Internal Address:	Suite 930		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30342		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90685095	HOUSTON FIBROIDS	
Serial Number:	90685154	TEXAS ENDOVASCULAR	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	01/14/2022		
Total Attachments: 3			
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source=Fulcrum Texas Endovascular - Trademark Assignment Agreement (1)#page3.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of December 29, 2021, by and among **Texas Endovascular Associates, PLLC**, a Texas professional limited liability company (the "Practice"), and **Marquis II Management, LLC**, a Delaware limited liability company (the "Company") (each a "Party" and collectively the "Parties").

WHEREAS, reference is made to that certain Asset Transfer Agreement, dated as of the date hereof (the "Transfer Agreement"), by and among the Practice and the Company. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Transfer Agreement.


WHEREAS, pursuant and subject to the Transfer Agreement, the Practice desires to assign, transfer and convey to the Company, and the Company desires to acquire from the Practice, the trademark registration set forth on Exhibit A (the "Assigned Trademark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Practice hereby assigns to the Company all of the Practice's right, title and interest in, to and under the Assigned Trademark, including (i) all goodwill associated with or symbolized by the Assigned Trademark, (ii) all common law rights or other unregistered rights corresponding to the Assigned Trademark in any jurisdiction, and (iii) the Practice's rights of enforcement and the rights, interests, claims and demands recoverable in law or equity that the Practice has or may have to collect damages for past, present and future or misappropriation of the Assigned Trademark.
2. The Practice hereby authorizes the Commissioner for Trademark in the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office to record and register this Trademark Assignment.
3. As of the Effective Date, the Practice agrees to make no further use of the Assigned Trademark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Parties in writing, and the Practice agrees to not challenge the Company or any third-party's use or ownership, or the validity, of the Assigned Trademark.
4. The Practice shall from time to time after the date of this Trademark Assignment, at the Company's reasonable request and expense and without further consideration, (i) take all further legal actions, (ii) provide to the Company, successors, assigns or other legal representatives all such cooperation and assistance that the Company reasonably may deem appropriate and to the extent reasonably possible for the Practice, and (iii) execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances, in each case of clauses (i) through (iii) as reasonably necessary and possible to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery to the Company of the Assigned trademark.
5. This Trademark Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.
6. The interpretation and construction of this Trademark Assignment, and all matters relating to this Trademark Assignment, will be governed by the laws of the State of Delaware without giving effect to any conflict of law provisions thereof.

IN WITNESS WHEREOF, the Practice and the Company have caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

TEXAS ENDOVASCULAR ASSOCIATES, PLLC

By:  _____
Name: Sean M. Mullen
Title: CEO

MARQUIS II MANAGEMENT, LLC




By:  _____
Name: Sean M. Mullen
Title: CEO

Exhibit A
Assigned Trademark

Trademark	Application No.	Status	Goods/Services	Owner
HOUSTON FIBROIDS and Design 	90685095	Pending Application, May 4, 2021 Office Status: New Application – Record Initialized not assigned to examiner First Use: March 14, 2003 Filed: April 30,2021 Register Type: Principal Register	Int'l Class: 44 Medical services, namely, treatment of adenomyosis and leiomyoma	Texas Endovascular Associates PLLC
TEXAS ENDOVASCULAR and Design 	90685154	Pending Application, May 4, 2021 Office Status: Application – Record Initialized not assigned to examiner First Use: August 26, 2015 Filed: April 30,2021 Register Type: Principal Register	Int'l Class: 44 Medical services, namely, treatment of vein disease and peripheral arterial disease	Texas Endovascular Associates PLLC