

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787522

<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>
MedPB, LLC		09/09/2022	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Practis, LLC		
<b>Street Address:</b>	8720 Red Oak Boulevard		
<b>Internal Address:</b>	Suite 220		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28217		
<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>	5006612	MEDPB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5184877770		
<b>Email:</b>	rboland@woh.com		
<b>Correspondent Name:</b>	Rebecca Boland		
<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>	Rebecca Boland		
<b>SIGNATURE:</b>	/Rebecca Boland/		
<b>DATE SIGNED:</b>	02/16/2023		
<b>Total Attachments: 5</b>			
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source=Trademark Assignment [Practis - MedPB] [EXECUTED], 4895-3913-9634#page2.tif			
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TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “*Trademark Assignment*”) is made as of September 9, 2022, by and between MedPB, LLC, a Connecticut limited liability company (the “*Assignor*”) and Practis, LLC, a Delaware limited liability company (the “*Assignee*”).

**WITNESSETH:**

**WHEREAS**, Assignor owns the trademark 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 the Assignor, the Assignee and certain other parties thereto, the Assignor has agreed to convey and transfer certain Intellectual Property Rights, including, without limitation, the Trademark, to the Assignee; and

**WHEREAS**, the 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 the 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. The Assignor hereby sells, assigns, and conveys to the 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. The 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 the Assignee. Following the date hereof, upon the Assignee’s reasonable request, and at the Assignee’s sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the 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 the 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 the Assignor or the 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:

MEDPB, LLC

By: Charles D. Cook II  
Name: Charles D. Cook II  
Title: Manager

State of CT )  
County of Fairfield )

MEDPB, LLC

Then personally appeared Charles D. Cook II, the MBM of the above-named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 2 of September, 2022.

Melanie BAPTALDOS  
Notary Public Melanie B. AptalDOS

My commission expires: 08/31/2027

Melanie B. AptalDOS  
Notary Public  
My Commission Expires 8/31/2027

ASSIGNEE:

PRACTIS, LLC

By: 

Name: John Pettrone, Jr.

Title: Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK  
REEL: 007973 FRAME: 0755

SCHEDULE A  
TO  
TRADEMARK MARK ASSIGNMENT

<b>Trademark / Service mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Date of Registration</b>
MEDPB	5006612	86817644	July 26, 2016