

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Plus IP Holdings, LLC		04/01/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Casus Healthcare, LLC		
Street Address:	5700 Granite Pkwy		
Internal Address:	Suite 455		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024-6631		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6406431	PREMIER	
Registration Number:	5865649	LESS WAIT MORE CARE	
Registration Number:	4775903	PREMIER URGENT CARE PLUS	
Registration Number:	4771999	PREMIER UC+	
Registration Number:	4771845	PREMIER ER+	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7170		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	108712-0071-011		
NAME OF SUBMITTER:	Ronald M. Duvernay		
SIGNATURE:	/r duvernay/		

CH \$140.00 6406431

DATE SIGNED:	04/11/2023
Total Attachments: 5 source=Assignment Agt#page1.tif source=Assignment Agt#page2.tif source=Assignment Agt#page3.tif source=Assignment Agt#page4.tif source=Assignment Agt#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “**Assignment**”) is made as of April 1, 2023 from Premier Plus IP Holdings, LLC, a Texas limited liability company (“**Assignor**”) to Casus Healthcare, LLC, a Texas limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the “**Agreement**”) dated as of January 25, 2023 (the “**Effective Date**”), whereby Assignor agreed to convey, transfer, assign and sell to Assignee all of its rights, title and interests in and to any and all trademarks, service marks, trade names, brand names, trade dress, slogans, and logos, including those certain trademark applications and registered trademarks as set forth on Schedule I (collectively, the “**Assigned Marks**”); and

WHEREAS, Assignee agreed to purchase, accept and assume from Assignor all of Assignor’s right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, and Assignee hereby purchases and accepts, pursuant to the terms and conditions of the Agreement, all of Assignor’s worldwide right, title, and interest in and to the Assigned Marks, together with the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith, including without limitation all (i) common law rights in and to the Assigned Marks and (ii) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Assigned Marks, including, without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.

2. Further Assurances. At the reasonable request of Assignee, Assignor will execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary, to effectively transfer, contribute, assign, and deliver to Assignee all of Assignor’s rights, title, and interests in and to the Assigned Marks.

3. Recordation. Effective as of immediately after the Effective Date, Assignor hereby authorizes and requests the United States Commissioner for Patents and Trademarks with the United States Patent and Trademark Office, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, to record Assignee as the assignee and owner of any and all of the entire right, title and interest in, to and under the Assigned Marks.

4. Severability. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or

circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of any other Assigned Marks.

5. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The competent court of jurisdiction for all disputes arising from or in connection with this Agreement will be exclusively the courts of the State of Texas or the courts of the United States located in the State of Texas.

7. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. Headings. The headings used in this Assignment are intended for convenience and will not be used by themselves in interpreting this Assignment or in determining any of the rights or obligations of the Assignor or Assignee.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

Premier Plus IP Holdings, LLC

By: DocuSigned by:
John Hamilton, MD - President/CEO
Name: John Hamilton, MD - President/CEO
Title:

ASSIGNEE:

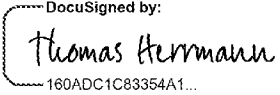
Casus Healthcare, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNEE:

Casus Healthcare, LLC

By:  160ADC1C83354A1...
Name: Thomas Herrmann
Title: CEO

SCHEDULE I

<u>Mark</u>	<u>Serial / Reg. No.</u>	<u>File / Reg. Date</u>	<u>Jurisdiction</u>
Premier	6406431	7/6/21	United States
LESS WAIT MORE CARE	5865649	9/24/19	United States
PREMIER URGENT CARE PLUS	4775903	7/21/15	United States
PREMIER UC+	4771999	7/14/15	United States
PREMIER ER+	4771845	7/14/15	United States