

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mednax Services, Inc.		12/15/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Radiology Partners Management, LLC		
Street Address:	2330 Utah Avenue, Suite 200		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6104606	RADIOLOGY ALLIANCE	
Registration Number:	5689428	RASF RADIOLOGY ASSOCIATES OF SOUTH FLORI	
Registration Number:	5684469	JEFFERSON RADIOLOGY	
Registration Number:	5691816	SYNERGY RADIOLOGY ASSOCIATES	
Registration Number:	5812883	MVS MIAMI VASCULAR SPECIALISTS	
Registration Number:	5072330	SYNERGY RADIOLOGY ASSOCIATES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	12/15/2020		

OP \$165.00 6104606

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made on December 15, 2020, by and between **Mednax Services, Inc.**, a Florida corporation, with its principal place of business at 1301 Concord Terrace, Sunrise, Florida, United States 33323 (hereinafter "Assignor"), and **Radiology Partners Management, LLC**, a Delaware limited liability company, with its principal place of business at 2330 Utah Avenue, Suite 200, El Segundo, CA 90245 (hereinafter "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademarks listed on Schedule A attached hereto and made part hereof (collectively, the "Marks");

WHEREAS, Assignor is party to that certain Securities Purchase Agreement, dated as of September 9, 2020 (the "Purchase Agreement"), by and between Assignor and Radiology Partners, Inc., a Delaware limited liability company ("Buyer") and affiliate of Assignee; and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee, any and all rights Assignor owns in the Marks, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by the Marks in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants, terms and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment and Acceptance. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Marks, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Marks, together with all (i) rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, (ii) rights to sue and recover for past, present, and future infringements, dilutions or other violations of such Marks against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all common law or other unregistered rights with respect to, and all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1, together with the goodwill of the business(es) symbolized by the Marks, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives (the "Assignment").
2. Recordation. Assignor and Assignee recognize that Assignee shall have the right, but shall have no obligation, to record this Assignment with any governmental entity and Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Marks.
3. Terms of the Securities Purchase Agreement. This Assignment is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.
4. Closing. The parties hereto acknowledge and agree that this Assignment is conditioned upon and effective as of the consummation of the transactions contemplated by the Purchase Agreement.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the terms of the Purchase Agreement, including Sections 10.9 and 10.10 thereof.

6. Counterparts. This Assignment may be executed in separate counterparts (including by means of facsimile and electronic signature pages), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR:

MEDNAX SERVICES, INC.

DocuSigned by:
Dominic Andreano
By: _____
Name: Dominic J. Andreano
Title: EVP, General Counsel and Secretary

ASSIGNEE:

RADIOLOGY PARTNERS MANAGEMENT, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR:

Mednax Services, Inc.

By: _____

Name: Dominic J. Andreano

Title: EVP, General Counsel and Secretary

ASSIGNEE:



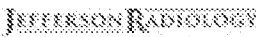


Radiology Partners Management, LLC

By: _____
Docusigned by:
Steve Tumbarello
DREA: A4152043A

Name: Steve Tumbarello

Title: Chief Financial Officer and Treasurer

SCHEDULE A

Trademark	Country	Application No.	Registration No.
RADIOLOGY ALLIANCE and Design 	U.S.	88004714	6104606
RASF RADIOLOGY ASSOCIATES OF SOUTH FLORIDA and Design 	U.S.	88004870	5689428
JEFFERSON RADIOLOGY and Design 	U.S.	88004878	5684469
SYNERGY RADIOLOGY ASSOCIATES and Design 	U.S.	88105025	5691816
MVS MIAMI VASCULAR SPECIALISTS and Design 	U.S.	88253346	5812883
SYNERGY RADIOLOGY ASSOCIATES	U.S.	86936358	5072330

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Mednax Services, Inc.

- Individual(s)
- Partnership
- Corporation- State: FL
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 15, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Radiology Partners Management, LLC

Street Address: 2330 Utah Avenue, Suite 200

City: El Segundo

State: CA

Country: USA Zip: 90245

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 15, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

RECORDED: 12/15/2020

REEL: 007157 FRAME: 0608