

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900744369		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olga (A/K/A Olya) Shapiro		01/04/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vet's Choice Radiology, LLC		
Street Address:	3000 Dundee Rd., Suite 207		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6838247	VETSCHOICE RADIOLOGY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5616200656		
Email:	mdebiase@tobinreyes.com		
Correspondent Name:	Michael N De Biase		
Address Line 1:	225 NE Mizner Blvd.		
Address Line 2:	Suite 510		
Address Line 4:	Boca Raton, FLORIDA 33432		
NAME OF SUBMITTER:	Michael N De Biase		
SIGNATURE:	/Michael N De Biase/		
DATE SIGNED:	03/06/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made as of January 4, 2023 (the “Effective Date”), by **Olga (a/k/a Olya) Shapiro**, an individual (“Assignor”), to and in favor of **Vet’s Choice Radiology, LLC**, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, this Assignment is being made pursuant to that certain Senior Secured Note and Membership Unit Purchase Agreement executed on December 16, 2022 by and between Assignee, the Purchasers from time to time party thereto and Corbel Capital Partners SBIC II, L.P., as the Agent (“Purchase Agreement”); and

WHEREAS, the Assignor has registered the following trademark with the United States Patent and Trademark Office (“USPTO”): “VETSCHOICE RADIOLOGY”, service mark with Registration No. 6838247 (the “Trademark”); and

WHEREAS, Assignee desires to acquire all rights, title and interests, including all common law rights that may exist therein, in and to the Trademark and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill connected therewith.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, and conveys to Assignee, its successors and assigns, free and clear of all encumbrances, all of Assignor’s rights, title and interests, including all common law rights that may exist therein, and all corresponding rights that now, or hereafter, may be secured throughout the world, in and to the Trademark and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the Assignor connected therewith and/or symbolized thereby, to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

Assignor also hereby sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, the right to sue for and recover damages and payments for any and all infringement of the any rights arising under or in connection with the Trademark occurring prior to the date of this Assignment, and the right to file with the USPTO any and all documentation necessary to reflect the change in ownership of the Trademark and registrations in connection therewith, or to otherwise preserve Assignee’s rights hereby acquired in the Trademark and any registrations thereof.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.

This Assignment may be in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be a single agreement. The signatures to this Agreement need not all be on a single copy of this Agreement, and may be electronic signatures (e.g., DocuSign.com) or copies sent by facsimile or portable document format (.pdf) rather than originals, and in each case shall be fully as effective as though all signatures were originals on the same copy.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

ASSIGNEE:

Vet's Choice Radiology, LLC

By: *Olya Shapiro*
Name: Olga (a/k/a Olya) Shapiro
Title: Chief Operating Officer

ASSIGNOR:

Olga (a/k/a Olya) Shapiro

Olya Shapiro
Olga (a/k/a Olya) Shapiro