

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533304

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GammaWest Administration, L.L.C.		06/24/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	GammaWest Brachytherapy, L.L.C.
Street Address:	1998 West 450 South
Internal Address:	c/o David Vincent
City:	St. George
State/Country:	UTAH
Postal Code:	84770
Entity Type:	Limited Liability Company: UTAH

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78597700	GAMMAWEST

CORRESPONDENCE DATA

Fax Number: 9736398736
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.

Phone: 9736398274
Email: pgrabczak@ebglaw.com
Correspondent Name: Paulina Grabczak
Address Line 1: One Gateway Center
Address Line 4: Newark, NEW JERSEY 07102

NAME OF SUBMITTER:	Paulina Grabczak
SIGNATURE:	/Paulina Grabczak/
DATE SIGNED:	07/24/2019

Total Attachments: 8

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GammaWest Administration, L.L.C.		06/24/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GammaWest Brachytherapy, L.L.C.		
Street Address:	1998 West 450 South		
Internal Address:	c/o David Vincent		
City:	St. George		
State/Country:	UTAH		
Postal Code:	84770		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78597700	GAMMAWEST	
CORRESPONDENCE DATA			
Fax Number:	9736398736		
<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:	9736398274		
Email:	pgrabczak@ebglaw.com		
Correspondent Name:	Paulina Grabczak		
Address Line 1:	One Gateway Center		
Address Line 4:	Newark, NEW JERSEY 07102		
NAME OF SUBMITTER:	Paulina Grabczak		
SIGNATURE:	/Paulina Grabczak/		
DATE SIGNED:	06/24/2019		
Total Attachments: 6			
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OP \$40.00 78597700

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**IP Assignment**"), dated as of June 24, 2019, is by and between GammaWest Administration, L.L.C., a Utah limited liability company ("**Transferor**"), and Gamma West Brachytherapy, L.L.C. d/b/a Gamma West Cancer Services, a Utah limited liability company ("**Transferee**"), pursuant to that certain Contribution, Assignment and Assumption Agreement entered into on even date herewith by and among Transferor, Transferee and GammaWest Davis, LLC, a Utah limited liability company (the "**Contribution Agreement**"). Transferor and Transferee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**" to this IP Assignment.

WHEREAS, Transferor and Transferee are, directly or indirectly, under common ownership;

WHEREAS, the members of Transferee have determined that it is in their best interests to sell all of their membership interests in Transferee to Integrated Oncology Network, LLC, a Delaware limited liability company ("**Buyer**") pursuant to that certain Membership Interest Purchase Agreement, dated as of May 10, 2019, by and among Transferor, Transferee, the persons listed on the signature pages attached thereto as Sellers, and Vinron Enterprises Family Limited Partnership, a Utah limited partnership, in the capacity of Seller Representative (the "**Purchase Agreement**"); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement and the Contribution Agreement, Transferor desires to contribute certain of its intellectual property set forth in Schedule 1, which is attached hereto and incorporated herein by reference, ("**Transferor IP**") to Transferee, and Transferee desires to accept such Transferor IP from Transferor.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Transferor hereby irrevocably conveys, transfers and assigns to Transferee, all of Transferor's right, title and interest in and to the Transferor IP, including: (a) all rights of any kind whatsoever of Transferor accruing under the Transferor IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Transferor IP; and (c) any and all claims and causes of action of Transferor, with respect to the Transferor IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Terms of the Contribution Agreement. The Parties acknowledge and agree that this IP Assignment is entered into to further document the transfer of the Assigned Assets as

defined in the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Transferor IP. The representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

3. No Further Use; Benefit Transferor agrees that it will make no further use of, or have any rights with respect to, the Transferor IP. All right, title and interest in the Transferor IP shall be held and enjoyed by Transferee for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this IP Assignment had not been made.

4. Representations and Warranties of Transferor. Transferor hereby represents and warrants to Transferee as follows:

(a) Transferor has the full right, power and authority to enter into and perform its obligations under this IP Assignment, and (assuming due authorization, execution and delivery by Transferee) this IP Assignment constitutes a valid and binding obligation of Transferor enforceable in accordance with its terms.

(b) Transferor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah.

(c) Transferor has valid, good and marketable title to the Transferor IP, and such Transferor IP is free and clear of all mortgages, pledges, liens, charges, security interests, claims or other encumbrances other than any applicable Permitted Debt (as defined in the Purchase Agreement).

(d) Transferor has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to Transferee all right, title and interest in and to the Transferor IP without penalty or other adverse consequences.

5. Representations and Warranties of the Transferee. Transferee hereby represents and warrants to Transferor as follows:

(a) Transferee has the full right, power and authority to enter into and perform its obligations under this IP Assignment, and (assuming due authorization, execution and delivery by Transferor) this IP Assignment constitutes a valid and binding obligation of Transferee enforceable in accordance with its terms.

(b) Transferee is a limited liability company, validly existing and in good standing under the laws of the State of Utah.

6. Survival. All representations and warranties contained herein shall survive the execution and delivery of this IP Assignment.

10. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign this IP Assignment without the prior written consent of the other Party.

11. No Third-Party Beneficiaries. This IP Assignment is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this IP Assignment.

12. Amendment, Waivers. This IP Assignment may only be amended, modified or supplemented by an IP Assignment in writing signed by the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Waiver by a Party of any breach of any provision of this IP Assignment by any Party shall not operate, or be construed, as a waiver of any subsequent or other breach.

13. Severability. If any term or provision of this IP Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this IP Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. No Presumption. The Parties have cooperated in the negotiating, drafting and preparation of this IP Assignment and, therefore, no provision of this IP Assignment shall be deemed to be drafted by, and for that reason construed against or in favor of, any Party.

15. Headings. The headings in this IP Assignment are for reference only and shall not affect the interpretation of this IP Assignment.

16. Entire Agreement. This IP Assignment (including the Schedule) and the Contribution Agreement constitutes and represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

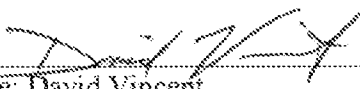
17. Counterparts. This IP Assignment may be executed in one (1) or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one (1) and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of any such agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this IP Assignment as of the date first written above.

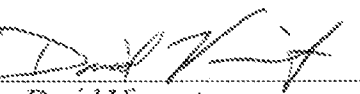
TRANSFEROR:

GAMMAWEST ADMINISTRATION, L.L.C.

By: 
Name: David Vincent
Title: Chief Executive Officer

TRANSFeree:

GAMMA WEST BRACHYTHERAPY, L.L.C.

By: 
Name: David Vincent
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

Schedule I

Transferor IP

Service
mark—GAMMAWEST—registered *D.V.*
in the U.S. Patent and Trademark
Office—Reg. No. 3068275 and Serial
No. 78597700, and all associated goodwill

Agreed — *David V. [Signature]*
7/15/19