

ASSIGNMENT

To: Her Majesty the Queen in Right of Alberta, as Represented by the Minister of Health and Wellness (“AHW”)
1360 Stn. Main, 10025 Jasper Ave Edmonton, AB T5J 2N3

WHEREAS we have entered into a joint venture agreement to create an LPCI as contemplated in the Primary Care Agreement, dated effective April 1, 2003, Schedule “G” to the Master Agreement Regarding the Tri-lateral Relationship and Budget Management Process for Strategic Physician Agreements made among The Alberta Medical Association (C.M.A Alberta Division) (the “AMA), AHW and Alberta’s Regional Health Authorities (the “PCI Agreement”);

AND WHEREAS we recognize that AHW intends to file public notice of the adoption and use of an Official Mark for the Mark, as defined herein, with the Canadian Intellectual Property Office;

AND WHEREAS the Committee, as defined in the PCI Agreement, by agreement between AHW and the Committee will direct use of the Mark;

NOW THEREFORE in consideration of the sum of ten (\$10.00) dollars and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged having been paid), we hereby sell, transfer and assign to commercialize intellectual property rights flowing therefrom. We warrant that we have not previously conveyed any right in the Mark to any other person or entity.

“PRIMARY CARE NETWORK” (the “Mark”)

Together with any and all goodwill appertaining to the Mark and, without restriction, the right to prosecute any applicants for the mark at the Canadian Intellectual Property Office and to secure registration and renewals of the registration therefore and any rights to commercialize intellectual property rights flowing therefrom. We warrant that we have not previously conveyed any interest or right in the Mark to any other person or entity.

We further agree not to use the Mark or permit others that either or both of us may control, to use the Mark except as may be permitted and communicated to us from time to time by AHW or the Committee. We agree that we will not attempt to register the Mark in any form with the Alberta Corporate Registry. We further agree to use of reasonable efforts to prohibit use of the Mark by contractors that either or both of us may engage from time to time.

We acknowledge that this assignment ensures to the benefit of AHW and its successors and assigns and binds each of us and our successors and permitted assigns. We acknowledge that AHW may assign its rights hereunder to other without notice to us. We also acknowledge that time is of the essence, that this assignment is subject to the laws of Alberta and of Canada applicable therein, and that this assignment may not amended unless done so in writing signed by us and AHW.

We further agree to sign such other documents and so such other things relating to the Mark as the Committee or AHW may reasonably request from time to time so as more effectively to carry out the intent of this assignment and so to establish and protect the rights intended to be created hereunder.

Signed this _____ day of _____, 20_____.

_____ Regional Health Authority

Address

Per: _____
I have the authority to bind the Corporation

(Print name of NPC)

Per: _____