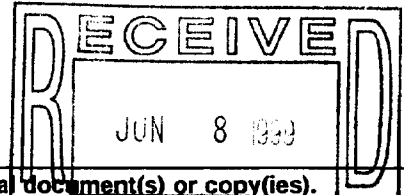


06-11-1999



101063235  
**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☐ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger  Effective Date  
Month Day Year
- ☐ Change of Name
- ☐ Other

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership

- ☒ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/11/1999 NTHAI1 00000037 75344182

FOR OFFICE USE ONLY

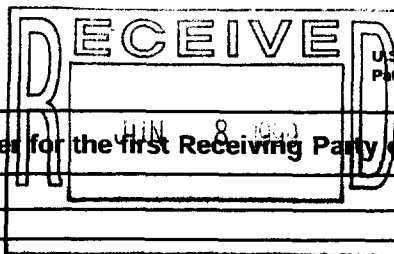
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 001911 FRAME: 0503**



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

612/321-2810

Name

Stephen R. Baird

Address (line 1)

ARNOLD WHITE & DURKEE

Address (line 2)

4850 U.S. Bank Place

Address (line 3)

601 Second Avenue South

Address (line 4)

Minneapolis, MN 55402

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

2

**Trademark Application Number(s) or Registration Number(s)**

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/344,182

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

D1-2508/LTCH:002/BAS

Authorization to charge additional fees:

Yes

☒

No

☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

STEPHEN R. BAIRD

Name of Person Signing

*Stephen R. Baird*

Signature

6/8/99

Date Signed

**TRADEMARK ASSIGNMENT**

This Assignment (the "Assignment") is made by and between Lifetouch Inc. ("Lifetouch"), a Minnesota corporation having a place of business at 11000 Viking Drive, Suite 400, Eden Prairie, Minnesota 55344, and St. Luke's Episcopal Hospital ("SLEH"), a Texas corporation having a place of business at 6720 Bertner Street, Houston, Texas 77030.

WHEREAS, SLEH has adopted, used, and is using the mark LIFETOUCH in connection with "medical services, namely, a comprehensive range of such services, namely, preventative measures, health enhancement, and disease management" as identified in U.S. Application Serial No. 75/344,182 (the "Mark"); and

WHEREAS, Lifetouch is desirous of acquiring any and all right, title and interest that SLEH has or may have in and to the above-identified Mark together with the goodwill of the business associated with the use of and symbolized by the Mark, and any applications and registrations therefor, including without limitation the application identified above.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. SLEH hereby sells, assigns, transfers and conveys to Lifetouch any and all right, title and interest it has or may have in and to the Mark, and any applications and registrations therefor, including U.S. application No. 75/344,182 having a filing date of August 20, 1997, together with that part of the goodwill of the business associated with the use of and symbolized by the Mark.
2. SLEH further sells, assigns, transfers and conveys to Lifetouch the entire right, title and interest that it has or may have in and to any and all causes of action and rights of recovery for past infringement and dilution of the Mark.
3. SLEH hereby covenants and agrees to cooperate with Lifetouch so that Lifetouch may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Lifetouch which are deemed necessary or desirable by Lifetouch to perfect in it the rights, title and interest herein conveyed.
4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Lifetouch, its successors, assigns, and/or legal representatives, and shall be binding upon SLEH, its successors, assigns and/or other legal representatives.

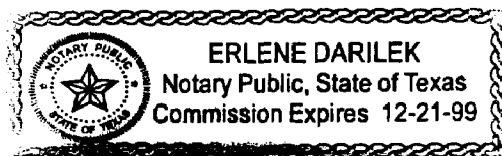
IN WITNESS WHEREOF, SLEH has executed and delivered this instrument this 1st day of June, 1999.

ST. LUKE'S EPISCOPAL HOSPITAL

By: Irene S. Helsinger  
Irene S. Helsinger  
Senior Vice President

State of Texas )  
 ) ss.  
County Harris )

On this 1st day of June, 1999, before me appeared Irene Helsinger, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.



Erlene Darilek  
Notary Public

LIFETOUCH INC.

By: Rita Hance  
Its: Vice General Counsel

State of Minnesota )  
 ) ss.  
County of Hennepin )

On this 1st day of June, 1999, before me appeared Richard A. Hassel, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

Susan S. Enlow  
Notary Public

