

11-05-1999



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M&D 11/2/99

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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.)

FOR OFFICE USE ONLY

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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: 001984 FRAME: 0953

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,174,971"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Harvey L. Yusman
Name of Person Signing

[Signature]
Signature

11/2/99
Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: DAUGHTERS OF CHARITY NATIONAL
HEALTH SYSTEM, INC.

ASSIGNEE: ASCENSION HEALTH

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of the 1st day of November, 1999, is made by and between DAUGHTERS OF CHARITY NATIONAL HEALTH SYSTEM, INC., a Missouri corporation with its principal office at 4600 Edmundson Road, St. Louis, Missouri 63134 ("Assignor"), and ASCENSION HEALTH, a Missouri corporation with its principal office at 4600 Edmundson Road, St. Louis, Missouri 63134 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the following trademark, (the "Trademark"), and the registration therefor (the "Registration"), which has been issued by the United States Patent and Trademark Office:

TRADEMARK:	DATAPAL
FILING DATE:	June 25, 1997
SERIAL NUMBER:	75/314,457
REGISTRATION NUMBER:	2,174,971
REGISTRATION DATE:	July 21, 1998

WHEREAS, Assignor is a party to a Co-Sponsorship Agreement dated October 1, 1999 pursuant to which Assignor agreed to transfer substantially all of its assets to Assignee, including but not limited to the Trademark, the Registration and appurtenant goodwill.

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademark and the Registration therefor together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof:

WHEREAS, Assignee desires to acquire from Assignor the Trademark and the Registration therefor together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, as successor to the business of Assignor, its successors and assigns, Assignor's entire right, title and interest in and to the Trademark and the Registration therefor for the United States and throughout the world, together with all of the goodwill of the business in connection with which the Trademark is used and which is symbolized by said Trademark, along with the right to sue and recover damages and profits for past infringements thereof.

TO HAVE AND TO HOLD by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had not this transfer and assignment been made.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so reasonably requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may reasonably require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office against the file of the Registration herein described.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on the 20 day of October, 1999.

ASSIGNOR:

DAUGHTERS OF CHARITY NATIONAL
HEALTH SYSTEM, INC.

By: Donald A. Brennan

Name: Donald A. Brennan

Title: President and CEO

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 20 day of October, 1999, before me appeared Donald A. Brennan, to me personally known, who, being by me duly sworn, did say that he is the President and CEO of DAUGHTERS OF CHARITY NATIONAL HEALTH SYSTEM, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Donald A. Brennan acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sharon A. Beard

Notary Public

My term expires: 6-20-2003

