

11-05-1999



101193772

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MLO 11/2/99

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

Execution Date
Month Day Year
10 20 99

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/04/1999 DNGUYEN 00000203 75314768

01 FC:481

40.00 OP

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)

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/SERVICE MARK 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”).

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the following trademark/service mark, (the “Mark”), and the pending intent-to-use Trademark/Service Mark Application therefor (the “Application”), which has been filed in the United States Patent and Trademark Office:

MARK:	PENSIONPAL
FILING DATE:	June 25, 1997
SERIAL NUMBER:	75/314,768

WHEREAS, Assignor has not yet filed an allegation of use under §§1(c) or 1(d) of the Trademark Act of 1946, as amended by the Trademark Revision Act of 1988;

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 Mark, the Application and appurtenant goodwill.

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the Mark as part of the entire business or portion thereof to which the Mark pertains as required by 15 U.S.C. §1060, the Application and any registration issuing thereon together with the goodwill of the business which is symbolized by the Mark, along with the right to sue and recover damages and profits for past infringements thereof:

WHEREAS, Assignee desires to acquire from Assignor the Mark as part of the entire business or portion thereof to which the Mark pertains as required by 15 U.S.C. §1060, the Application and any registration issuing thereon together with the goodwill of the business which is symbolized by the Mark, 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 Mark as part of the entire business or portion thereof to which the Mark pertains as required by 15 U.S.C. §1060, the Application and any registration issuing thereon for the United States and throughout the world, together with all of the goodwill of the business which is symbolized by said Mark, 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.

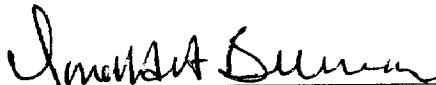
Assignor covenants and agrees that it will, without charge to Assignee, whenever so reasonably requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may reasonably require as may be necessary or convenient for vesting in Assignee the full 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 Application 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: 
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

