

10-05-2001



101866099

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

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  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

01/04/2001 LMUELLER 00000128 75594616

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 75.00 DP

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

**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

(502) 584-1135

Name

Scot A. Duvall

Address (line 1)

Middleton Reutlinger

Address (line 2)

2500 Brown & Williamson Tower

Address (line 3)

Louisville, Kentucky 40202

Address (line 4)

**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)**

75594616

75594617

75630893

75630897

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

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:

#

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.

Scot A. Duvall

*Scot A. Duvall*

9-27-2001

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT, dated as of April 27, 2001, is from Triad Hospitals Holdings, Inc., a Delaware corporation with a business address of 13455 Noel Road, Suite 2000, Dallas, Texas 75240 ("Assignor"), to Triad Hospitals, Inc., a Delaware corporation with a business address of 13455 Noel Road, Suite 2000, Dallas, Texas 75240 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor is the sole owner of the exclusive right, title and interest in and to the trademarks and service marks attached on Schedule A hereto (collectively, the "Marks"), and the related registrations or pending applications referenced therein (respectively, the "Registrations" and "Applications"), such Applications based upon Assignor's actual use of the mark (excepting those Marks identified with an asterisk [\*] which are applied for registration based on Assignor's bona fide intent to use such Marks under Section 1(b) of the Lanham Act);

WHEREAS, with respect to those marks identified with an asterisk [\*] which are not in use, Assignee is a successor to the business of Assignor and/or a successor to the ongoing and existing portion of the business to which each such mark pertains, thus making assignment of the related Applications permissible under Section 10 of the Lanham Act;

WHEREAS, Assignee is interested in acquiring the entire and exclusive right, title and interest in and to the Marks, Registrations, and Applications together with the goodwill of the business connected with the use of and symbolized by the Marks;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Marks, Registrations, and Applications, together with the goodwill of the business connected with the use of and symbolized by the Marks;

NOW, THEREFORE, in consideration of one dollar (U.S. \$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee and its successors, assigns and nominees without any restrictions, reservations, or limitations:

1. The entire and exclusive right, title and interest in and to the Marks, Registrations, and Applications, together with the goodwill of the business connected with the use of and symbolized by the Marks, including the right to register the Marks in Assignee's name throughout the world; and
2. The sole right to enforce rights in said Marks, Registrations, and Applications, with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims, and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

Assignor covenants that Assignor has the full right to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized officers, all as of the day and year first above written.

Triad Hospitals Holdings, Inc.

By: 

Donald P. Fay  
Executive Vice President,  
General Counsel and Secretary

Date: April 27, 2001

**TRADEMARK**  
**REEL: 002378 FRAME: 0372**

**SCHEDULE A**

"Mark" ( [\*] denotes pending  
intent to use application)

	Serial. No.	Filing Date
*TRIAD HOSPITALS	75/594,616	11/23/1998
*TRIAD HOSPITALS	75/594,617	11/23/1998
*TRIAD HOSPITALS, INC. & Design	75/630,893	01/29/1999
*TRIAD HOSPITALS, INC. & Design	75/630,897	01/29/1999