

02-26-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101992197

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Baptist Hospital, Inc. Association Corporation-State Other Individual(s) General Partnership Limited Partnership

2. Name and address of receiving party(ies) Name: Seton Corporation Internal Address: Street Address: 2000 Church Street City: Nashville State: TN Zip: 37236 Corporation-State Tennessee

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: December 31, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) serial # 76-47788

B. Trademark Registration No.(s) 1728090, 1743630, 1710541

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jill E. Aebker Internal Address: Squire, Sanders & Dempsey L.L.P. Street Address: 41 S. High Street Suite 1300 City: Columbus State: OH Zip: 43215

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41): \$115 Enclosed Authorized to be charged to deposit account 8. Deposit account number: N/A RECEIVED FEB - 8 2002

9. 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. Stephanie A. Zembar Signature Date 1/01/02

02/25/2002 6TON11 00000071 76117788 01 FC:481 40.00 OP 02 FC:482 75.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002448 FRAME: 0627

Certification of Photocopy

The attached photocopy is a true and correct copy of the original assignment instrument entitled Bill of Sale and Assignment of Intangibles.

BAPTIST HOSPITAL, INC.

By: Stephanie A. Zembar

Print Name: Stephanie A. Zembar

Title: Assistant Secretary

BILL OF SALE AND ASSIGNMENT OF INTANGIBLES

KNOW ALL PERSONS BY THESE PRESENTS, that BAPTIST HOSPITAL SYSTEM, INC., a Tennessee nonprofit corporation ("Seller"), pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement ("Agreement") dated the 14th day of November, 2001, by and among The Baptist Healing Hospital Institute, a Tennessee nonprofit corporation, Seller, Ascension Health, a Missouri nonprofit corporation, Middle Tennessee Health Corporation d/b/a St. Thomas Baptist Health Corporation, and Seton Corporation, a Tennessee nonprofit corporation ("Buyer"), executes this Bill of Sale and Assignment of Intangibles as of this 31st day of December, 2001.

NOW, THEREFORE, pursuant to the Agreement, Seller, for and in consideration of the payment by the Buyer of the Purchase Price, the assumption by the Buyer of the Assumed Liabilities, for other good and valuable consideration, as described in the Agreement, and to complete the action required of Seller in connection with the Agreement, on behalf of itself and its successors and assigns, does hereby sell, assign, grant, convey, transfer, and deliver unto the Buyer, its successors and permitted assigns, all of its right, title, and interest in and to all of the tangible and intangible personal property which are included as a part of the Purchased Assets, as defined in the Agreement, including but not limited to the intellectual property listed on the attached Exhibit A. Nothing set forth in this Bill of Sale and Assignment of Intangibles shall be construed to convey any Excluded Assets to Buyer.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. In the event of any inconsistency among the terms of this Bill of Sale and Assignment of Intangibles and the terms of the Agreement, the terms of the Agreement shall control. Nothing in this Bill of Sale and Assignment of Intangibles shall be construed to limit, discharge, mitigate or release any obligation or otherwise affect any right of any party to the Agreement as set forth or described in the Agreement.

Seller has not, and shall not be deemed to have made any representations or warranties in this Bill of Sale and Assignment of Intangibles. Seller has made only those representations and warranties specifically attributable to Seller set forth in the Agreement.

Nothing in this Bill of Sale and Assignment of Intangibles, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than Buyer and its successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale and Assignment of Intangibles or any term, covenant, or condition hereof, and all of the terms, covenants, conditions, promises and agreements in this Bill of Sale and Assignments of Intangibles contained shall be for the sole and exclusive benefit of Buyer, its successors and permitted assigns.

IN WITNESS WHEREOF, Seller has caused this BILL OF SALE AND ASSIGNMENT OF INTANGIBLES to be signed as of this 31st day of December, 2001.

BAPTIST HOSPITAL SYSTEM, INC.

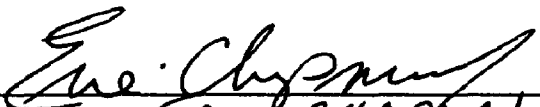
By: 
Print Name: ERIC CHAPMAN
Title: PRESIDENT & CEO

EXHIBIT A
Certain Intellectual Property

EXHIBIT A

Mark	Registrant/ Applicant/Owner	Registration #	Serial #	First Use Date	Date Filed	Date Registered	Expiration/ Cancellation/ Abandonment Date	Jurisdiction	Notes
Baptist Carefinders	Baptist Hospital, Inc.	N/A	N/A	01-Sep-85	N/A	27-Sep-85	N/A	Tennessee	Status: Renewed, 27-Sept-95
Baptist Corporate Health Services (and Design)	Baptist Hospital	N/A	N/A	01-Jul-87	N/A	13-May-93	N/A	Tennessee	
Baptist Nurse On Call Baptist Hospital	Baptist Hospital, Inc.	N/A	N/A	24-Sep-95	N/A	09-Jan-96	N/A	Tennessee	
Baptist-The New Healing Hospital	Baptist Hospital, Inc.	N/A	76-117788	N/A	28-Aug-00	N/A	N/A	Federal	Pending - awaiting review for publication: 06-Sept-01
Middle Tennessee Medical Center (and Design)	Middle Tennessee Medical Center	872-0133	N/A	N/A	N/A	23-Jun-88	N/A	Tennessee	
MTMC Middle Tennessee Medical Center Great Care. Right Here.	Middle Tennessee Medical Center, Inc.	N/A	N/A	01-Oct-98	N/A	31-Oct-00	N/A	Tennessee	
The Ear Foundation at Baptist Hospital Nashville, Tennessee (and Design)	The Ear Foundation	1728090	74-140298	12-Mar-90	19-Feb-91	27-Oct-92	N/A	Federal	
The Institute at Baptist Hospital	Baptist Hospital	12257	N/A	N/A	N/A	03-Oct-90	N/A	New York	
The Institute at Baptist Hospital (and Design)	Baptist Hospital	12256	N/A	N/A	N/A	03-Oct-90	N/A	New York	
The Institute at Baptist Hospital (and Design)	Baptist Hospital	10278	N/A	24-Apr-89	N/A	17-Aug-90	N/A	Georgia	
The Institute at Baptist Hospital (and Design)	Baptist Hospital	1743630	74-077227	24-Apr-89	11-Jul-90	29-Dec-92	06-Jul-99	Federal	Second owner - G. Patrick Maxwell (U.S. citizen).
The Institute at Baptist Hospital (and Design)	Baptist Hospital	1710541	74-077228	24-Apr-89	11-Jul-90	25-Aug-92	02-Mar-99	Federal	Second owner - G. Patrick Maxwell (U.S. citizen).
The Institute at Baptist Hospital (and Design)	Baptist Hospital	3739	N/A	24-Apr-89	N/A	31-Jul-90	N/A	Virginia	Second registrant G. Patrick Maxwell (U.S. citizen).
The Institute at Baptist Hospital (and Design)	Baptist Hospital	N/A	N/A	24-Apr-89	N/A	16-Apr-92	N/A	Tennessee	Second registrant G. Patrick Maxwell (U.S. citizen).
The Institute at Baptist Hospital (and Design)	Baptist Hospital	09342	N/A	N/A	N/A	11-Sep-90	N/A	Kentucky	Second registrant G. Patrick Maxwell (U.S. citizen).

Mark	Registrant/ Applicant/Owner	Registration #	Serial #	First Use Date	Date Filed	Date Registered	Expiration/ Cancellation/ Abandonment Date	Jurisdiction	Notes
The Institute at Baptist Hospital (and Design)	Baptist Hospital	67301	N/A	24-Apr-89	N/A	10-Sep-90	N/A	Illinois	Second registrant: G. Patrick Maxwell (U.S. citizen).
The Institute at Baptist Hospital (and Design)	Baptist Hospital	09341	N/A	N/A	N/A	11-Sep-90	N/A	Kentucky	Second registrant: G. Patrick Maxwell (U.S. citizen).
The Institute at Baptist Hospital (and Design)	Baptist Hospital	13307	N/A	24-Apr-89	N/A	15-Aug-90	N/A	Florida	Second registrant: G. Patrick Maxwell (U.S. citizen).
The Institute at Baptist Hospital (and Design)	Baptist Hospital	3738	N/A	24-Apr-89	N/A	31-Jul-90	N/A	Virginia	Second registrant: G. Patrick Maxwell (U.S. citizen).
The Institute at Baptist Hospital (and Design)	Baptist Hospital	90080907	N/A	N/A	N/A	09-Aug-90	N/A	New Mexico	Second registrant: G. Patrick Maxwell (U.S. citizen).
The Institute at Baptist Hospital (and Design)	Baptist Hospital	67300	N/A	24-Apr-89	N/A	10-Sep-90	N/A	Illinois	Second registrant: G. Patrick Maxwell (U.S. citizen).
The Sports Medicine Center at Baptist Hospital	Baptist Hospital	N/A	74-320847	28-Aug-92	08-Oct-92	N/A	08-Oct-93	Federal	
The Sports Medicine Center at Baptist Hospital (Stylized)	Baptist Hospital	N/A	N/A	28-Aug-92	N/A	31-Aug-92	N/A	Tennessee	