

11/25/02

11-27-2002

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102295202

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

1. Name of conveying party(ies):

Lakeshore Health System, Inc.  
4321 Fir St.  
East Chicago, IN 46312

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State Indiana
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

Execution Date: September 10, 2002

2. Name and address of receiving party(ies)

Name: Wellsource, Inc.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 15431 SE 82nd Dr.

City: Clackamas State: OR Zip: 97015

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Oregon

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No NA  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,492,528                      1,492,527

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Natella V. Svistunova

Internal Address: Ater Wynne LLP

Street Address: 222 SW Columbia

Suite 1800

City: Portland State: OR Zip: 97201

6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-2704

(Attach duplicate copy of this page if paying by deposit account)

RECORDED  
11/25 PM 1:04  
FINANCE SECTION

DO NOT USE THIS SPACE

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.

Natella V. Svistunova  
Name of Person Signing

*Natella Svistunova*  
Signature

November 20, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 3

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

11/27/2002 GT011 0000013 012704 1492528

01 FC:8521 40.00 CH  
02 FC:8522 25.00 CH

TRADEMARK  
REEL: 002624 FRAME: 0051

TRADEMARK AGREEMENT AND ASSIGNMENT

This Agreement is entered into between Wellsource, Inc., an Oregon corporation ("WSI"), and Lakeshore Health System, Inc, an Indiana corporation ("Lakeshore").

WHEREAS, WSI has been using the WELLSOURCE word mark since 1983 and is the owner of various related word and design marks (the "WSI Marks");

WHEREAS, Lakeshore had been using the WELLSOURCE word mark and is the owner of United States federal trademark registrations for the WELLSOURCE word mark, U.S. Reg. No. 1,492,528 and the WELLSOURCE stylized letter mark, U.S. Reg. No. 1,492,527 (collectively, the "Lakeshore Wellsource Marks");

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. Lakeshore, in consideration of Five Thousand and No/100 Dollars (\$5,000) from WSI, the receipt of which is hereby acknowledged, does hereby assign unto WSI all right, title and interest in and to the Lakeshore Wellsource Marks, including the WELLSOURCE word mark and including the above-referenced registrations, together with the goodwill of the business symbolized by said marks.

2. Lakeshore acknowledges that it is currently not using, and agrees to not hereinafter use, the Lakeshore Wellsource Marks including the WELLSOURCE word mark, or any similar mark to that of the Lakeshore Wellsource Marks.

3. Lakeshore shall provide such assistance as may be reasonably requested by WSI or its assigns, if any, to assist in the registrations of any WELLSOURCE mark with the United States Patent and Trademark Office and WSI agrees to pay the reasonable expenses incurred by Lakeshore.

4. This Trademark Agreement rescinds the Mutual Consent executed by the parties in 1988.

IN WITNESS HEREOF, the parties hereto have caused their duly authorized officers to execute this agreement and assignment in duplicate below:

Dated this 10th day of September, 2002.

WELLSOURCE, INC.

LAKESHORE HEALTH SYSTEM, INC.

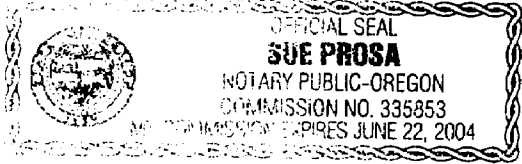
By: Phyllis Hall  
Name: Phyllis Hall  
Title: Sec-Treas

By: JoAnn Birdzell  
Name: JoAnn Birdzell  
Title: Adminsitator

STATE OF OREGON )  
COUNTY OF Clackamas ) ss.

On this 8th day of October, 2002, before me personally appeared Phyllis H. Co., to be known to be the Treasurer of Wellsource, Inc., that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sue Prosa  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6-22-2004

STATE OF ~~ILLINOIS~~ INDIANA )  
COUNTY OF LAKE ) ss.

On this 10th day of September, 2002, before me personally appeared JoAnn Birdzell, to be known to be the Administrator of Lakeshore Health System, Inc., that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kelly D. Smith  
NOTARY PUBLIC FOR ~~ILLINOIS~~ INDIANA  
My Commission Expires: 3-29-2007