

03-17-2003



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

Tab settings

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

1. Name of conveying party(ies): 3-12-03

HCA INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 03/06/2003

2. Name and address of receiving party(ies)

Name: C/HCA, INC.

Internal

Address:

Street Address: ONE PARK PLAZA

City: NASHVILLE State: TN Zip: 37203

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DELAWARE Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (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) 2000719

Additional number(s) attached Yes No

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

Name: JULIE A. GREGORY

Internal Address: MIDDLETON REUTLINGER

Street Address: 2500 BROWN & WILLIAMSON TOWER

City: LOUISVILLE State: KY Zip: 40202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

JULIE A. GREGORY

Name of Person Signing

Signature

3/12/03 Date

Total number of pages including cover sheet, attachments, and document: 4

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

FINANCE SECTION MAR 12 AM 7:20

TRADEMARK REEL: 002691 FRAME: 0704

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT, dated as of the 6<sup>th</sup> day of March, 2003, is from HCA INC., a Delaware corporation with a business address of One Park Plaza, Nashville, Tennessee 37203 ("Assignor"), to C/HCA, INC., a Delaware corporation with a business address of One Park Plaza, Nashville, Tennessee 37203 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor is the sole owner of the exclusive right, title and interest in and to the trademark attached on Schedule A hereto ( the "Mark"), and the related registration referenced therein (respectively, the "Registration").

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

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 Mark and Registration, together with the goodwill of the business connected with the use of and symbolized by the Mark;

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 Mark and Registration together with the goodwill of the business connected with the use of and symbolized by the Mark, including the right to register the Mark in Assignee's name throughout the world; and

2. The sole right to enforce rights in said Mark and Registration 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 Assignor has duly executed this assignment, all as of the day and year listed herein.

HCA INC.

By: John M. Franck II  
John M. Franck II  
Vice President and Corporate Secretary

Date: 3/6/03

STATE OF TENNESSEE )  
  )  
COUNTY OF DAVIDSON )

I do hereby certify that John M. Franck II, personally known to me to be the person who executed the foregoing instrument, appeared before me this day in person and acknowledge the execution and delivery thereof, under his seal, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal on this 6<sup>th</sup> day of March, 2003.

Melinda S. Lanekin  
Notary Public

My commission expires: 1-27-07.

**SCHEDULE A**

**"Mark"**

CRADLE CLUB

**Registration Number**

2,000,719

**Registration Date**

09/17/1996