

10-23-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2) Tab settings



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HEET LY

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

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

1. Name of conveying party(ies): Private Practice Associates, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 10/14/2003

2. Name and address of receiving party(ies)

Name: SimplyWell LLC

Internal Address: Kiewit Tower, 2nd Floor

Street Address: 987424 Nebraska Medical Center

City: Omaha State: NE Zip: 68198-7424

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

OFFICE OF PATENT & TRADEMARKS FINANCE SECTION 2003 OCT 20 PM 3:06

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78,234,658; 78,234,844

B. Trademark Registration No.(s) 2,753,860

Additional number(s) attached Yes No

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

Name: Michael D. Demman

Internal Address: Kiewit Tower, 2nd Floor

Street Address: 987424 Nebraska Medical Center

City: Omaha State: NE Zip: 68198-7424

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Scott E. McFarland Name of Person Signing

Signature

10/14/03 Date

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

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

SERVICE MARK AND SERVICE MARK APPLICATIONS ASSIGNMENT

WHEREAS, **PRIVATE PRACTICE ASSOCIATES, LLC** hereinafter called "Assignor," owns the entire right, title and interest in and to United States Service Mark Registration No. 2,753,860, a design entitled "SIMPLYWELL THE JOY OF GOOD HEALTH." issued August 19, 2003, and United States Service Mark Application Serial Nos. 78,234,658, a word mark entitled "SIMPLYWELL" filed April 7, 2003, and 78,234,844, a word mark entitled "ESIMPLYWELL" filed April 7, 2003, (hereinafter, the "Marks"); and

WHEREAS, **SimplyWell LLC**, a limited liability company organized and existing under the laws of the State of Nebraska, having a place of business at Kiewit Tower, 2nd Floor, 987424 Nebraska Medical Center, Omaha, Nebraska 68198-7424, hereinafter called "Assignee," desires to acquire the entire right, title and interest in and to the Marks and to the right to sue for past infringement thereof;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1,00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest in and to the Marks, as identified above, together with the goodwill of the business symbolized by the said trademarks and trademark registrations in the United States; together with the entire right, title and interest in and to the Marks together with the goodwill of the business symbolized by the said trademarks and trademark registrations in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; as well as the right to sue for past infringement of the Marks, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assignees, to the full end of the term or terms for such registrations.

The Assignor hereby covenants and agrees, for both the Assignor and Assignor's legal representatives, that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

Assignor makes no warranty regarding the validity or enforceability of the Marks and shall not be liable for any claims of infringement submitted by any third party regarding the use of the Marks subsequent to the date hereof, but will cooperate with Assignee in the defense of any such claim at the expense of Assignee. Assignor has no responsibility for the maintenance of the registrations with the United States Patent and Trademark Office subsequent to the date hereof.

The Commissioner of Patents and Trademarks is hereby authorized and requested to record this Assignment in the records of the United States Patent and Trademark Office and to issue notice to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor, by and through its duly authorized representative, has executed this agreement as of the date set forth below.

**PRIVATE PRACTICE
ASSOCIATES, LLC**

By: James T. Canedy

Name: James T. Canedy

Title: President

Date: 10-14-03

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 14th day of October 2003, personally appeared JAMES T. CANEDY, to me known and known to me to be the PRESIDENT of the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.

Betty J. Kucera
Notary Public



My Commission Expires:

May 23, 2006