

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enchantment Aviation, Inc.		02/09/2005	CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Memorial Hermann Hospital System, Inc.		
Street Address:	7737 Southwest Freeway		
Internal Address:	Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77074		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76574550	SOUTHWEST LIFE FLIGHT	
CORRESPONDENCE DATA			
Fax Number:	(713)427-5099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(713) 427-5000		
Email:	jennifer.c.barton@bakernet.com		
Correspondent Name:	Margaret A. Boulware		
Address Line 1:	711 Louisiana		
Address Line 2:	Suite 3400		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Margaret A. Boulware		
Signature:	/margaret a boulware/		
Date:	03/28/2005		

CH \$40.00 76574550

Total Attachments: 2

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TRADEMARK/SERVICE MARK ASSIGNMENT

This Trademark/Service Mark Assignment (the "Assignment") is made by and between:

Enchantment Aviation, Inc., a New Mexico corporation having its principal place of business at 2805-B Las Vegas Ct., Las Cruces, New Mexico 88005 ("Assignor"); and

Memorial Hermann Hospital System, Inc., a Texas corporation having its principal place of business at 7737 Southwest Freeway, Suite 200, Houston Texas 77074 ("Memorial Hermann").

WHEREAS, Assignor has been offering and providing air ambulance services under the mark "LIFE FLIGHT" (the "LIFE FLIGHT Mark");

WHEREAS, Assignee desires to acquire any and all rights, title, and interest owned by Assignor in and to the LIFE FLIGHT Mark including U.S. Serial No. 76/574,550 for the mark SOUTHWEST LIFE FLIGHT;

WHEREAS, Assignee filed a lawsuit in the United States District Court for Western District of Texas, Midland Division, against Assignor captioned *Memorial Hermann Hospital System, Inc., Plaintiff v. Enchantment Aviation, Inc. d/b/a Southwest Life Flight, Defendant*, Civil Action Number MO-04-CV-043 (the "Lawsuit");

WHEREAS, Assignee and Assignor have entered into a Settlement Agreement in connection with the Lawsuit; and

WHEREAS, Assignor desires to transfer to Assignee any and all rights, title, and interest that it owns in the LIFE FLIGHT Mark.

NOW, THEREFORE, for good and valuable consideration, including the settlement of certain disputes between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated by reference as if fully set forth herein.
2. Assignor hereby assigns and transfers to Assignee all right, title, and interest in and to the LIFE FLIGHT Mark, including without limitation, all common-law, state, and federal rights in Serial No. 76/574,550, therein, together with the goodwill appurtenant thereto, and all claims for past infringement or other violation of any such rights, including without limitation, the right to recover damages therefore.
3. Assignor hereby warrants and represents that: (a) it has the right to transfer the LIFE FLIGHT Mark and Serial No. 76/574,550 to Assignee; (b) it knows of no applications or registrations (whether state or federal) filed by itself or on its behalf for the LIFE FLIGHT Mark other than Serial No. 76/574,550; and (c) it

has not assigned or licensed any rights in the LIFE FLIGHT Mark or Serial No. 76/574,550 to any other person or entity or otherwise encumbered its rights in the LIFE FLIGHT Mark in any manner whatsoever.

- 4. Assignor agrees to execute any and all additional documents (including powers of attorney, assignments, declarations, and affidavits) that are reasonably required to effectuate this Assignment.
- 5. This Assignment cannot be terminated or amended, except by the written agreement of the parties hereto.
- 6. This Assignment shall be binding on and inure to the benefit of the parties, their respective successors and assigns, and their present and future affiliated and subsidiary companies and licensees.
- 7. Wherever possible, each provision of this Assignment shall be interpreted in such a manner as to be valid under applicable law; however, if any provision of this Assignment shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of the applicable prohibition without invalidating the remaining portions of this Assignment.

For Enchantment Aviation, Inc., a New Mexico corporation

By: *John H. Richardson*
 Name: John H. Richardson
 Title: President

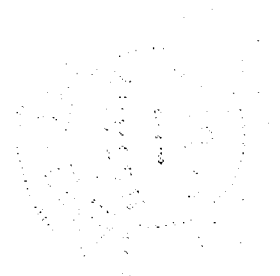
Date: 2-9-05

STATE OF NEW MEXICO §
 COUNTY OF Dona Ana §

Subscribed and sworn to before me this 9th day of February, 2005, by
Sandra Liman, Enchantment Aviation, Inc.

Sandra Cox
 Notary Public

My Commission Expires:
3-18-08



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