

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
Health Midwest	FORMERLY Research Health Services	04/01/2003	Public Benefit Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	HM Acquisition, LLC
Street Address:	One Park Plaza
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1426108	DASH
Registration Number:	1427954	THE DASH CENTER LEE'S SUMMIT COMMUNITY HOSPITAL
Registration Number:	2549413	BEHIND THE MEDICINE
Registration Number:	1934393	HEALTH MIDWEST
Registration Number:	1729772	HEALTH MIDWEST
Registration Number:	1611687	HER HEALTH, EDUCATION AND RESOURCES FORWOMEN
Registration Number:	1418760	LAFAYETTE REGIONAL HEALTH CENTER
Registration Number:	1488852	STORK CLUB
Registration Number:	1663671	WHAT'S THE SECRET?

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314 259-2000

CH \$240.00 1426108

Email: ncollora@bryancave.com, lindsay.cohen@bryancave.com
Correspondent Name: Lindsay E. Cohen, Esq.
Address Line 1: One Metropolitan Square, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0171988
NAME OF SUBMITTER:	Lindsay E. Cohen
Signature:	/lec/
Date:	12/27/2005

Total Attachments: 7

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (this "Assignment") is made as of the 1st day of April, 2003, by Health Midwest, a Missouri nonprofit public benefit corporation ("Assignor"), to HM Acquisition, LLC, a Missouri limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of November 22, 2002 (as amended, the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets (as defined in the Asset Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to transfer and assign to Assignee or its assignee, and Assignee or its permitted assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names (including such rights in, to and under any website domain names) relating to the Purchased Assets, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names set forth on Schedule A, attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks") together with the goodwill of the business associated therewith and which is symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made. With respect to those applications for Marks which are not yet in use, Assignee is a successor to the business of Assignor and/or is a successor to the ongoing and existing portion of the business to which each such Mark pertains, thus making assignment of the related applications permissible under Section 10 of the Lanham Act (15 U.S.C. § 1060).

2. Jurisdiction. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of laws thereof.

3. Further Assurances. Assignor agrees to execute and deliver at the request of the Assignee, all instruments of transfer and other documents, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and otherwise in order to carry out the purposes and intent of this Assignment and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

4. Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed or construed to increase, alter or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

[signature pages to follow]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

Assignor:

HEALTH MIDWEST

By: Joseph L. Hiersteiner
Title: Executive Vice President

[SEAL]

STATE OF MISSOURI)
COUNTY OF JACKSON)

ss.:

On this 1st day of April, 2003, before me, the undersigned personally appeared * * of *, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

* Joseph L. Hiersteiner
Executive Vice President
Health Midwest

Margaret L. Burke
Notary Public

MARGARET L. BURKE
Notary Public - Notary Seal
State of Missouri
County of Jackson
My Commission Exp. 03/27/2006

ACKNOWLEDGED AND ACCEPTED this Assignment from Assignor as of the date first above written.

Assignee:

HM ACQUISITION, LLC

By: Healthtrust, Inc. - The Hospital Company
Its: Sole Member

By: Gregg Herker
Title: Vice President

[SEAL]

STATE OF MISSOURI)
COUNTY OF JACKSON)

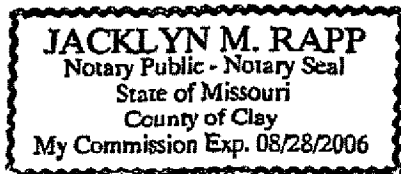
ss.:

On this 1st day of April, 2003, before me, Jacklyn M Rapp personally appeared Gregg Herker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Jacklyn M Rapp
Notary Public

JACKLYN M. RAPP
Notary Public - State of Missouri
County of Clay
My Commission Expires Aug. 28, 2006



SCHEDULE A

Registered Marks

Mark

Jurisdiction

Registration Number and Date

[*Seller to Provide*]

Pending Mark Applications

Mark

Jurisdiction

Application Number and Date

[*Seller to Provide*]

Unregistered Marks

[*Seller to Provide*]

Trade Names

[*Seller to Provide*]

HEALTH MIDWEST
 U.S. Trademark Program

October 29, 2002

Responsible Attorney: RDH

DOCKET NO.	MARK	SERIAL NO. REG. NO.	GOODS/SERVICES	STATUS
30634	BEHIND THE MEDICINE	Ser 76413, 779 Fid 08-22-2000 Reg 2,649,413 Iss 03-19-2002	Class 041 = Educational Services in the Health Care Field provided through Print Media, Film, Radio, Television and over the Global Computer Network.	5-year use due between 03-19-2007/2000
28007	B.E.S.T. Manorah Medical Center	Ser 76391, 700 Fid 11-17-1997 Reg 2,284,280 Iss 07-27-1999	Class 041 = Educational services; namely, educating women on the proper procedure for self-breast examination.	6-year use due between 07-27-2004/2005
21331	HEALTH MIDWEST	Ser 74433, 348 Fid 09-07-1993 Reg 1,834,393 Iss 11-07-1995	Class 042 = Health care services.	Renewal due between 11-07-2004/2005
21463	HEALTH MIDWEST AND DESIGN	Ser 74189, 270 Fid 07-29-1991 Reg 1,729,772 Iss 11-03-1992	Class 035 = Hospital management services. Class 042 = Health care services.	Renewal due between 11-03-2011/2012
22872	HEALTHY DELIVERIES	Ser 74497, 294 Fid 03-07-1994 Reg 1,932,815 Iss 11-07-1995	Class 042 = Health care services. Co-owned by Blue Cross/Blue Shield of Kansas City and Health Midwest.	Renewal due between 11-07-2004/2005
20643	H.E.R. HEALTH, EDUCATION AND RESOURCES FOR WOMEN	Ser 74002, 010 Fid 11-16-1999 Reg 1,811,887 Iss 08-26-1990	Class 042 = Health care services.	Renewal due between 08-26-2004/2002
19046	LAFAYETTE REGIONAL HEALTH CENTER	Ser 593,884 Fid 04-18-1986 Reg 1,418,780 Iss 11-26-1986	Class 042 = Health care services.	Renewal due between 11-26-2005/2000

DOCKET NO.	MARK	SERIAL NO. REG. NO.	GOODS/SERVICES	STATUS
30758	MEDISCOPE Health Midwest Ventures Group, Inc.	Set Fid 70/129,207 Reg 09-18-2000 Iss 2,519,717 12-10-2001	Class 041 = Educational services in the health care field provided through print media, film, radio, television and over the global computer network.	6-year use due between 12-18-2000/2007
31921	THE CANCER INSTITUTE TOGETHER FOR A CURE AND DESIGN The Cancer Institute, L.L.C.	Set Fid 70/421/407 Reg 00-12-2002 Iss	Class 044 = Health care services.	Pending
18134	THE STORK CLUB	Set Fid 599,378 Reg 05-19-1988 Iss 1,488,852 05-17-1988	Class 042 = Maternity health care services.	Renewal due between 05-17-2007/2008
20911	WHAT'S THE SECRET?	Set Fid 74/072,265 Reg 08-25-1990 Iss 1,883,871 11-05-1991	Class 041 = Educational services; namely, conducting a child sexual abuse prevention program for children.	Renewal due between 11-05-2010/2011