

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
Gateway Health System, Inc.		02/01/2006	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Clarksville Health System, G.P.		
Street Address:	5800 Tennyson Pkwy		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2727444	GATEWAY HEALTH SYSTEM	
Registration Number:	2750685	GATEWAY HOME CARE	
Registration Number:	2775950	GATEWAY MEDICAL CENTER	
Registration Number:	2775951	GATEWAY MEDICAL CLINIC	
CORRESPONDENCE DATA			
Fax Number:	(214)242-3769		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-800-2845		
Email:	ipdocketclerk@tradelawfirm.com		
Correspondent Name:	J. F. Chester		
Address Line 1:	6060 NCX, Suite 560		
Address Line 2:	Attn: IP Docket Clerk		
Address Line 4:	Dallas, TEXAS 75206		
NAME OF SUBMITTER:	J. F. Chester		
Signature:	/j f chester/		

OP \$115.00 2727444

Date:

10/26/2006

Total Attachments: 8

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ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS (this "Assignment") is made and entered into effective as of February 1, 2006 by and between **GATEWAY HEALTH SYSTEM, INC.**, a Tennessee nonprofit corporation ("GHS"), and **CLARKSVILLE HEALTH SYSTEM, G.P.**, a Delaware general partnership (the "Partnership"). GHS is hereinafter sometimes referred to as "Assignor." The Partnership is hereinafter sometimes referred to as "Assignee."

RECITALS:

A. As of the date hereof, Assignor and its Affiliates have conveyed to Assignee and its Affiliates certain assets owned by Assignor and its Affiliates and associated with or employed in the operations of the Facilities, as more particularly described in and as contemplated by that certain Contribution and Sale Agreement dated February 1, 2006, by and among GHS, Triad Hospitals, Inc., Clarksville Holdings, LLC and the Partnership (the "Contribution Agreement"). Any capitalized terms used but not otherwise defined in this Agreement shall have the same meanings herein as ascribed to such terms in the Contribution Agreement.

B. Pursuant to the Contribution Agreement, Assignor has agreed to assign to Assignee the service marks and trademarks listed on Exhibit A attached hereto (the "Marks").

C. Assignor and Assignee are desirous of confirming the assignment of the Marks from Assignor to Assignee for purposes of filing the same with the United States Patent and Trademark Office and other appropriate governmental offices.

AGREEMENT:

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

1. ASSIGNMENT. Assignor hereby sells, transfers, assigns and delivers unto Assignee, effective as of the date hereof, the Marks, all right, title and interest of Assignor therein, and the United States Patent and Trademark Office registration therefor, together with the goodwill of the business connected with and symbolized by the Marks and registration therefor, as well as all rights to damages or profits, due or accrued, arising out of past infringement of the Marks or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name.

2. FURTHER ACTIONS. Assignor hereby covenants and agrees to execute and deliver without further consideration, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Assignment.

3. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

4. CONFLICT. This Assignment shall be subject to the terms and conditions of the Contribution Agreement. This Assignment does not replace, substitute for, expand, extinguish,

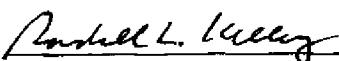
impair or limit in any way the rights, obligations, claims, or remedies of any party under the terms and conditions of the Contribution Agreement. In the event of a conflict between the terms and conditions set forth in this Assignment and the terms and conditions set forth in the Contribution Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Contribution Agreement shall prevail, govern, and control in all respects.

5. BINDING EFFECT. This Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignee and its successors and assigns and shall inure to the benefit of Assignor and its successors and assigns.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

GATEWAY HEALTH SYSTEM, INC.

By: 
Randall L. Kelley, President and CEO
("GHS")

CLARKSVILLE HEALTH SYSTEM, G.P.

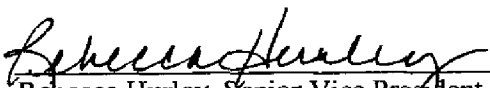
By: 
Rebecca Hurley, Senior Vice President
(the "Partnership")

EXHIBIT A

Marks

See attached.

Int. Cls.: 36 and 44

Prior U.S. Cls.: 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 2,727,444

Registered June 17, 2003

**SERVICE MARK
PRINCIPAL REGISTER**

GATEWAY HEALTH SYSTEM

GATEWAY HEALTH SYSTEM, INC. (TENNESSEE
SEE NON-PROFIT CORPORATION)
1771 MADISON STREET
P.O. BOX 3160
CLARKSVILLE, TN 370433160

FOR: CHARITABLE FUND RAISING AND LEASING
AND MANAGEMENT OF REAL ESTATE, IN
CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 4-0-1999; IN COMMERCE 4-0-1999.

FOR: MEDICAL SERVICES AND RENTAL OF
MEDICAL EQUIPMENT, IN CLASS 44 (U.S. CLS. 100
AND 101).

FIRST USE 4-0-1999; IN COMMERCE 4-0-1999.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "HEALTH SYSTEM", APART FROM
THE MARK AS SHOWN.

SN 75-678,725, FILED 4-9-1999.

MATTHEW KLINE, EXAMINING ATTORNEY

Int. Cl.: 44

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,750,685

Registered Aug. 12, 2003

**SERVICE MARK
PRINCIPAL REGISTER**

GATEWAY HOME CARE

GATEWAY HEALTH SYSTEM, INC. (TENNESSEE NON-PROFIT CORPORATION)
1771 MADISON STREET
P.O. BOX 3160
CLARKSVILLE, TN 370433160

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HOME CARE", APART FROM THE MARK AS SHOWN.

FOR: HEALTH CARE SERVICES AND MEDICAL EQUIPMENT RENTAL, IN CLASS 44 (U.S. CLS. 100 AND 101).

SN 75-678,730, FILED 4-9-1999.

FIRST USE 5-0-1999; IN COMMERCE 5-0-1999.

MATTHEW KLINE, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,775,950

Registered Oct. 21, 2003

**SERVICE MARK
PRINCIPAL REGISTER**

GATEWAY MEDICAL CENTER

GATEWAY HEALTH SYSTEM, INC. (TENNESSEE
SEE NON-PROFIT CORPORATION)
1771 MADISON STREET
P.O. BOX 3160
CLARKSVILLE, TN 370433160

FOR: HEALTH CARE SERVICES, IN CLASS 42
(U.S. CLS. 100 AND 101).

FIRST USE 1-0-2000; IN COMMERCE 1-0-2000.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "MEDICAL CENTER", APART
FROM THE MARK AS SHOWN.

SN 75-678,727, FILED 4-9-1999.

MATTHEW KLINE, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,775,951

Registered Oct. 21, 2003

**SERVICE MARK
PRINCIPAL REGISTER**

GATEWAY MEDICAL CLINIC

GATEWAY HEALTH SYSTEM, INC. (TENNESSEE
NON-PROFIT CORPORATION)
1771 MADISON STREET
P.O. BOX 3160
CLARKSVILLE, TN 370433160

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "MEDICAL CLINIC", APART FROM
THE MARK AS SHOWN.

FOR: HEALTH CARE SERVICES, IN CLASS 42
(U.S. CLS. 100 AND 101).

SN 75-678,731, FILED 4-9-1999.

FIRST USE 5-0-2000; IN COMMERCE 5-0-2000.

MATTHEW KLINE, EXAMINING ATTORNEY