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
Children's Healthcare Services		11 <i>2/22/</i> 2006 I	nonprofit corporation: NEBRASKA

RECEIVING PARTY DATA

Name:	Children's Hospital	
Street Address:	8200 Dodge Street	
City:	Omaha	
State/Country:	NEBRASKA	
Postal Code: 68114		
Entity Type:	nonprofit corporation: NEBRASKA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2054841	

CORRESPONDENCE DATA

Fax Number: (402)341-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 402-341-6000

Email: dguinan@fraserstryker.com

Correspondent Name: Daniel J. Guinan
Address Line 1: 409 South 17th Street
Address Line 2: 500 Energy Plaza

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Daniel J. Guinan
Signature:	/dan guinan/
Date:	12/26/2006

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TRADEMARK/SERVICE MARK ASSIGNMENT

THIS TRADEMARK/SERVICE MARK ASSIGNMENT ("Assignment"), dated as of December 22, 2006, is made by Children's Healthcare Services, a Nebraska nonprofit corporation ("Assignor"), for the benefit of and in favor Children's Hospital, a Nebraska nonprofit corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor desires on the date hereof to assign to Assignee all right, title and interest in and to the service mark consisting of a design of a nurse with three children which mark is currently registered with the United States Patent and Trademark Office under Registration No. 2054841 (the "Trademark"), and all goodwill of the business associated with the Trademark; and

WHEREAS, Assignee desires to acquire the Trademark from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment to Assignee of the Trademark;

NOW, THEREFORE, for and in consideration of the above, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby sells, assigns, transfers, conveys and sets over, and shall sell, assign, transfer, convey and set over, to Assignee, its successors, legal representatives and assigns: (i) all right, title and interest, throughout the world, in and to the Trademark (including, without limitation, such mark alone or in combination with other words, figures, designs or indicia), together with the goodwill of the business associated therewith, and symbolized thereby, and all common law rights in and to registrations thereof, whether foreign or domestic, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, at least as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made, and (ii) all rights and privileges pertaining to the Trademark (including, without limitation, all proceeds thereof and all causes of action, claims and demands and other rights for, or arising from, any past, present or future infringement of the Trademark).
- 2. Assignor shall, without further consideration, 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 fully maintain and enforce the rights hereby conveyed and to permit Assignee to obtain registrations for and be duly recorded as the registered owner of, the Trademark and all other rights hereby conveyed.

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3. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record Assignee as the owner of the Trademark for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

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

CHILDREN'S HEALTHCARE SERVICES, Assignor

Gary Perkins, President

APPROVED AND ACCEPTED BY:

CHILDREN'S HOSPITAL, Assignee

Gary Perkins, President

W435659

RECORDED: 12/26/2006

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