

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
Sterile Concepts Holdings, Inc.		09/26/1994	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	CHS, Inc.		
Street Address:	213 S. Jefferson Street, Suite 720		
City:	Roanoke		
State/Country:	VIRGINIA		
Postal Code:	24011		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1470181	VIVA	
CORRESPONDENCE DATA			
Fax Number:	(540)983-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	540-983-7627		
Email:	keesee@woodsrogers.com		
Correspondent Name:	R. Neal Keesee, Jr.		
Address Line 1:	10 S. Jefferson Street, Suite 1400		
Address Line 4:	Roanoke, VIRGINIA 24011		
NAME OF SUBMITTER:	R. Neal Keesee, Jr.		
Signature:	/R. Neal Keesee, Jr./		
Date:	06/30/2007		

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Total Attachments: 6
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ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT is made and entered into as of this 26th day of September, 1994, by and between Sterile Concepts Holdings, Inc. (formerly known as Carilion Enterprises, Inc.), a Virginia corporation ("Carilion Enterprises"), Carilion Services, Inc., a Virginia corporation ("Carilion Services"), and CHS, Inc., a Virginia corporation ("CHS").

RECITALS:

A. Carilion Enterprises and Carilion Services, together with the CEI Subsidiaries (as hereinafter defined), have entered into an Agreement and Plan of Reorganization dated September 26, 1994 (the "Plan"), which contemplates the transfer of various assets by Carilion Enterprises to each of Carilion Services and CHS.

B. Carilion Enterprises owns all of the issued and outstanding stock of (i) Sterile Concepts, Inc. ("SCI"), and (ii) At-Home Care, Inc., Burrell Nursing Center, Inc., Commonwealth Service Corporation, Life-Guard of America, Inc., Medkey, Inc., and Syndicated Collection Agency, Ltd. (excluding SCI, collectively the "CEI Subsidiaries"), together with other corporate and partnership interests, and other assets.

C. Pursuant to the Plan, Carilion Enterprises has agreed to transfer to CHS, a newly formed Virginia corporation which does not yet have shareholders, all of Carilion Enterprises' assets and liabilities, including without limitation its stock in the CEI Subsidiaries, and excepting only those assets and liabilities specifically excluded herein, and CHS has agreed to accept and assume such assets and liabilities, in consideration of the issuance of 2,500 shares of CHS common stock to Carilion Enterprises (the "CHS Stock").

D. Pursuant to the Plan, after issuance of the CHS Stock to Carilion Enterprises, Carilion Enterprises has agreed to transfer to Carilion Services, and Carilion Services has agreed to accept, the CHS Stock, in payment of a portion of the current outstanding indebtedness having a face amount of \$75,000,000, owed to Carilion Services by Carilion Enterprises (the "Note").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assets. Except for the Excluded Assets (as hereinafter defined), Carilion Enterprises hereby sells,

transfers, assigns, grants and delivers to CHS, as CHS' initial capitalization, all of Carilion Enterprises' right, title and interest in and to all of the property, property rights and assets of Carilion Enterprises as of the date hereof, both tangible and intangible, of every conceivable kind and nature, whether real, personal or mixed, wheresoever situate and howsoever held, whether or not of any value for accounting purposes and whether or not listed on the books of Carilion Enterprises, which assets, excluding the Excluded Assets, are hereinafter collectively referred to as the "Assets" and shall include, without limitation, the following:

a. all stock in the CEI Subsidiaries and any other corporations, all membership rights in any corporations, all partnership interests, and all cash, cash equivalents and bank accounts;

b. all machinery, equipment, leasehold improvements, construction in progress, furniture and fixtures, titled vehicles and trailers, and all other tangible personal property of every conceivable kind and nature owned or leased by Carilion Enterprises;

c. all office supplies, customer accounts and customer account contracts of Carilion Enterprises;

d. all right, title and interest in fictitious names and tradenames, and in all other trademarks and intellectual property, proprietary rights, trade secrets, permits, licenses, governmental approvals, franchises and franchise rights of Carilion Enterprises;

e. all contracts, employee benefit plans, insurance policies and leases, whether written or oral, to which Carilion Enterprises is a party or by which it is bound on the date of this Agreement;

f. all operating data, books, stationery, files, documents and other records, post office boxes, rights to telephone numbers and directory listings, and computer software of Carilion Enterprises;

g. any and all claims against insurance companies or others for damage to the Assets;

h. any and all prepaid expenses, allowances, discounts, reserves and deposits, including without limitation maintenance contract deposits, utility deposits, fire and casualty insurance premiums, the unused portion of transferable license fees, the reserves attributable to any insurance plan or policy and all rights to refunds of any kind and bond claims;

i. any and all real property and interests therein, including leasehold interests, mineral rights, and any and all plants, buildings, structures and leasehold improvements;

j. all other property, real or personal or mixed, tangible and intangible, of Carilion Enterprises', and all of Carilion Enterprises' right, title and interest in and to all insurance policies, claims, licenses, certifications, registrations, qualifications and memberships; and

k. any and all warranties, refunds, credits, claims and choses in action and goodwill related to the foregoing.

The transfer of the Assets is made "as is" and "where is". CHS shall hold and use the Assets to carry on the operations of the various businesses and divisions previously operated by Carilion Enterprises.

2. Excluded Assets. The following items shall constitute the "Excluded Assets", and shall not be considered part of the Assets: (a) SCI common stock owned by Carilion Enterprises; (b) CHS common stock acquired by Carilion Enterprises pursuant to this Agreement; (c) \$9.5 million in cash, payable to Carilion Enterprises as a shareholder of record of SCI on September 14, 1994; and (d) Carilion Enterprises' rights under those agreements defined in the Plan as the "Reserved Agreements."

3. Assumed Liabilities. Except for the duties, liabilities and obligations of Carilion Enterprises under those agreements defined in the Plan as the "Reserved Agreements", CHS hereby assumes and agrees to perform and discharge in the ordinary course of business, all of Carilion Enterprises' obligations, duties, debts, liabilities, claims and causes of action, fixed or contingent, disclosed or undisclosed, which are existing on the date of this Agreement (the "Assumed Liabilities"); provided that CHS shall have the right to resist, contest, defend against, litigate, compromise and/or otherwise dispose of any and all of the Assumed Liabilities to such extent and in such manner as in its discretion shall be deemed desirable, advisable and for its best interest, and CHS shall be deemed to have performed its obligations hereunder notwithstanding such resistance, contest, defense against, litigation, compromise or other disposition, as long as, and to the extent that, Carilion Enterprises shall not be required to pay, satisfy, discharge or perform any of the Assumed Liabilities.

4. Issuance of CHS Common Stock. Contemporaneously with the execution of this Agreement, in consideration of the transfer of the Assets, CHS hereby issues and delivers to Carilion Enterprises, the CHS Stock. The parties hereto agree that the

value of the CHS Stock is \$27,000,000 ~, which is based on the value set forth in the appraisal attached hereto as Exhibit 1.

5. Third Party Consents. CHS is responsible for obtaining, where necessary, consents of third parties to the transfer of the Assets to and assumption of the Assumed Liabilities by CHS. In connection therewith, to the extent any such consent has not been received as of the date of this Agreement, CHS will undertake such steps which it deems necessary or advisable to secure same and cure any default caused by such transfer and/or assumption without such consent. Irrespective of whether such consents are secured, as between the parties hereto, the transfer of the Assets to and the assumption of the Assumed Liabilities by CHS shall be deemed final and binding on the parties hereto.

6. Transfer of CHS Stock. Carilion Enterprises hereby sells, transfers, assigns, grants and delivers to Carilion Services, all of the CHS Stock issued and delivered to Carilion Enterprises under paragraph 4 of this Agreement, in consideration of the Note Credit more particularly set forth in paragraph 7 below.

7. Note Credit. The transfer of the foregoing CHS Stock by Carilion Enterprises to Carilion Services is made in payment of a portion of the current outstanding balance of the Note. The parties hereto agree that, as more particularly set forth in paragraph 4 of this Agreement, the CHS Stock has a current fair market value of \$27,000,000 ~. Therefore, Carilion Services hereby evidences a credit against the Note of \$27,000,000 ("the Note Credit"), leaving a new current outstanding balance of \$48,000,000 ~ under the Note. If the fair market value of the CHS Stock, as of the date of this Agreement, is later determined to have a lesser or greater value than the value set forth in this paragraph 7, the Note Credit shall remain unchanged, but the parties agree to an adjustment in tax treatment of the Note Credit in accordance with the provisions of paragraph 9 hereof.

8. Documentation. To effect the transactions and transfers contemplated by this Agreement, from time to time, at the request of Carilion Services or CHS, Carilion Enterprises will execute, acknowledge and deliver, or shall cause to be executed acknowledged and delivered, such further acts, deeds, assignments, instruments of conveyance and transfer and other documents, and take all other action and give such assurances that Carilion Services or CHS may require to convey and transfer to (a) CHS or its designee, any of the Assets, and will assist CHS in the collection or reduction to possession of such Assets, (b) Carilion Services, or its designee, the CHS Stock.

9. Adjustment to Fair Market Value of the CHS Stock. If, as a result of a later examination of the fair market value of

the CHS Stock, after taking into account the Assumed Liabilities, it is determined that the actual consideration transferred by Carilion Enterprises to Carilion Services is greater or less than the Note Credit then:

a. if the net value of the Assets is determined to be greater than the Note Credit, the parties agree that such excess over the Note Credit shall be treated as a dividend from Carilion Enterprises to Carilion Services, paid as of the date of this Agreement; and

b. if the net value of the Assets is determined to be less than the Note Credit, the parties agree that such shortfall shall be treated, pursuant to the provisions of § 108 of the Internal Revenue Code of 1986, as an equal forgiveness by Carilion Services of Carilion Enterprises' indebtedness under the Note.

10. Cooperation by Parties. Carilion Enterprises, Carilion Services and CHS agree to cooperate with each other in every reasonable way so as to cause the transfers contemplated herein to be accomplished in a smooth and orderly way.

11. Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed sufficiently given when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight courier service with guaranteed next business day delivery and addressed to the address set forth under each parties name below.

If to Carilion Enterprises:

5100 Commerce Road
Richmond, Virginia 23234

If to Carilion Services:

1212 Third Street, SW
Roanoke, Virginia 24016

If to CHS:

1212 Third Street, SW
Roanoke, Virginia 24016

12. Assignment; Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Carilion Enterprises and Carilion Services and their respective successors and assigns.

13. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and the parties hereby stipulate that venue shall be in the Circuit Court for the City of Roanoke, Virginia, or the U.S. District Court for the Western District of Virginia.


14. Severability of Provisions. If any provision or provisions hereof, or any portion of any provision hereof, shall be deemed invalid or unenforceable pursuant to a final determination of any court of competent jurisdiction or as a result of future legislative action, such determination or action shall be construed so as not to affect the validity or enforceability of this Agreement and shall not affect the validity or affect of any other portion of this Agreement.

IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement as of the day and year first above written.


STERILE CONCEPTS HOLDING, INC.

By 
Its President

CARILION SERVICES, INC.

By 
Its President

CHS, INC.

By 
Its President