

## 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
TRIAD HEALTHCARE CORPORATION	FORMERLY Triad Hospitals, Inc.	12/07/2007	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Quorum Health Resources, LLC
Street Address:	105 Continental Place
City:	BRENTWOOD
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78648505	QHR QUORUM HEALTH RESOURCES
Registration Number:	3345425	SURVIVE AND THRIVE
Registration Number:	3153336	QHR
Registration Number:	2988029	QMRG QHR MATERIEL RESOURCE GROUP
Registration Number:	3074195	QHR

## CORRESPONDENCE DATA

Fax Number: (214)242-3769

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

Phone: 214-800-2845

Email: ipdocketclerk@tradelawfirm.com

Correspondent Name: Jim Chester

Address Line 1: 6060 N. Central Expwy, Suite 560

Address Line 2: ATTN: IP DOCKET CLERK

Address Line 4: Dallas, TEXAS 75206

900093635

TRADEMARK  
REEL: 003673 FRAME: 0417



OP \$140.00 78648505

ATTORNEY DOCKET NUMBER:	TRIA-0000_ QHR
NAME OF SUBMITTER:	JIM CHESTER
Signature:	/J F CHESTER/
Date:	12/07/2007
<p>Total Attachments: 8</p> <p>source=Assignment of Service Marks#page1.tif</p> <p>source=Assignment of Service Marks#page2.tif</p> <p>source=Assignment of Service Marks#page3.tif</p> <p>source=Assignment of Service Marks#page4.tif</p> <p>source=Assignment of Service Marks#page5.tif</p> <p>source=Assignment of Service Marks#page6.tif</p> <p>source=Assignment of Service Marks#page7.tif</p> <p>source=Assignment of Service Marks#page8.tif</p>	

### ASSIGNMENT OF SERVICE MARKS

This Assignment of Service Marks is by and between Quorum Health Resources, LLC, a Delaware limited liability company ("QHR") and Triad Healthcare Corporation (formerly known as "Triad Hospitals, Inc."), a Delaware corporation ("Triad").

WHEREAS, Triad is the owner of the following service marks (the "Marks"):

MARK	SERIAL / REGISTRATION NUMBER	FILING / REGISTRATION DATE
SURVIVE AND THRIVE	3,345,425	November 27,2007
QHR	3,153,336	October 10, 2006
	2,988,029	August 23,2006
QHR	3,074,195	March 28, 2006
	78,648,505	June 10, 2005

WHEREAS, Triad desires to convey, transfer and assign to QHR all of its right, title, and interest in and to the Marks, including the registrations for such Marks,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged,

Triad hereby conveys, transfers and assigns to QHR all right, title and interest in and to the Marks, including, but not limited to, rights to any past or existing causes of action and past or existing damages associated therewith, together with the goodwill of the businesses symbolized by the same, and together with the entire business or portion of business to which the Marks pertain.

**Triad Healthcare Corporation**

By: 

**Rachel A. Seifert**  
**Senior Vice President and Secretary**

Date: 12/7/07

# Delaware

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## *The First State*

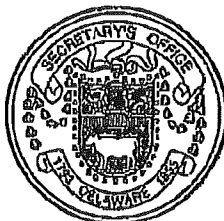
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"FWCT-1 ACQUISITION CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "TRIAD HOSPITALS, INC." UNDER THE NAME OF "TRIAD HEALTHCARE CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF JULY, A.D. 2007, AT 8:41 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

3035153 8100M

070849672



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5869839

DATE: 07-25-07

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 08:43 AM 07/25/2007  
FILED 08:41 AM 07/25/2007  
SRV 070849672 - 3035153 FILE

**CERTIFICATE OF MERGER  
OF  
FWCT-I ACQUISITION CORPORATION  
WITH AND INTO  
TRIAD HOSPITALS, INC.**

Pursuant to Section 251 of the General Corporation Law of the State of Delaware, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of each constituent corporation is:

<u>Name</u>	<u>Jurisdiction</u>
FWCT-I Acquisition Corporation (" <u>Merger Sub</u> ")	Delaware
Triad Hospitals, Inc. (" <u>Triad</u> ")	Delaware

**SECOND:** The Agreement and Plan of Merger, dated as of March 19, 2007, by and among Triad, Merger Sub and Community Health Systems, Inc. (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into Triad (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware.

**THIRD:** Triad will be the surviving corporation in the Merger (the "Surviving Corporation"). At the effective time of the Merger, the name of the Surviving Corporation will be changed to "Triad Healthcare Corporation."

**FOURTH:** The Certificate of Incorporation of the Surviving Corporation is hereby amended in the form of Exhibit A attached hereto, and so amended shall be the Amended Certificate of Incorporation of the Surviving Corporation.

**FIFTH:** The Merger is to become effective upon the filing of this Certificate of Merger with the Secretary of the State of the State of Delaware.

**SIXTH:** The Merger Agreement is on file at the place of business of the Surviving Corporation:

Triad Healthcare Corporation  
4000 Meridian Blvd.  
Franklin, Tennessee 37067

**SEVENTH:** A copy of the Merger Agreement will be furnished by the Surviving Corporation on request, without cost, to any stockholder of the constituent corporations.

\*\*\*\*\*

**IN WITNESS WHEREOF**, said Surviving Corporation has caused this certificate to be signed by an authorized officer, on this 25th day of July, 2007.

Triad Hospitals, Inc.

By: /s/ Rebecca Hurley  
Name: Rebecca Hurley  
Title: Senior Vice President

**EXHIBIT A**

**AMENDED CERTIFICATE OF INCORPORATION  
OF  
TRIAD HEALTHCARE CORPORATION**

**ARTICLE I**

The name of the corporation is Triad Healthcare Corporation (hereinafter called the "Corporation").

**ARTICLE II**

The address of the Corporation's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, Delaware 19904, in the City of Dover, County of Kent. The name of its registered agent at such address is National Registered Agents, Inc.

**ARTICLE III**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

**ARTICLE IV**

The total number of shares which the Corporation shall have the authority to issue is one thousand (1,000) shares, all of which shall be shares of Common Stock, with a par value of \$0.01 (one cent) per share.

**ARTICLE V**

The directors shall have the power to adopt, amend or repeal Bylaws, except as may be otherwise be provided in the Bylaws.

**ARTICLE VI**

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

**ARTICLE VII**

Section 1. Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he (or a person of whom he is the legal representative), is or was a director or officer of the

Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article Seven, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Seven shall be a contract right and, subject to Sections 2 and 5 of this Article Seven, shall include the right to payment by the Corporation of the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the Corporation under Section 1 of this Article Seven or advance of expenses under Section 5 of this Article Seven shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the Corporation that the director or officer is entitled to indemnification pursuant to this Article Seven is required, and the Corporation fails to respond within sixty days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article Seven shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable



standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Nonexclusively of Article Seven. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article Seven shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 4. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Article Seven.

Section 5. Expenses. Expenses incurred by any person described in Section 1 of this Article Seven in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition unless otherwise determined by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 6. Employees and Agents. Persons who are not covered by the foregoing provisions of this Article Seven and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 7. Contract Rights. The provisions of this Article Seven shall be deemed to be a contract right between the Corporation and each director or officer who serves in any such capacity at any time while this Article Seven and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and any repeal or modification of this Article Seven or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8. Merger or Consolidation. For purposes of this Article Seven, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position

under this Article Seven with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

#### ARTICLE VIII

The Corporation reserves the right to amend or repeal any provisions contained in this Certificate of Incorporation from time to time and at any time in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights conferred upon stockholders and directors are granted subject to such reservation.