

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Health Midwest		04/01/2003	Public Benefit Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HM Acquisition, LLC		
<b>Street Address:</b>	One Park Plaza		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37203		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2264280	B.E.S.T.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)259-2020		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	lori.bowen@bryancave.com		
<b>Correspondent Name:</b>	Robert G. Lancaster		
<b>Address Line 1:</b>	211 North Broadway, Ste 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	0171988		
<b>NAME OF SUBMITTER:</b>	Robert G. Lancaster		
<b>Signature:</b>	/Robert G. Lancaster/		
<b>Date:</b>	07/21/2009		

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**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]





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\*]

TC1:471681.1

**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 764114,779 Fid 08-22-2006 Reg 2,649,413 Iss 03-18-2002	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 03-18-2007/2008
28007	B.E.S.T. Manorah Medical Center	Ser 761391,708 Fid 11-17-1997 Reg 2,284,260 Iss 07-27-1999	Class 041 = Educational services; namely, educating women on the proper procedure for self-breast examination.	5-year use due between 07-27-2004/2005
21331	HEALTH MIDWEST	Ser 741433,348 Fid 09-07-1993 Reg 1,934,393 Iss 11-07-1995	Class 042 = Health care services.	Renewal due between 11-07-2004/2005
21463	HEALTH MIDWEST AND DESIGN	Ser 741169,270 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 741497,294 Fid 03-07-1994 Reg 1,932,615 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 741002,010 Fid 11-16-1989 Reg 1,611,867 Iss 08-28-1990	Class 042 = Health care services.	Renewal due between 08-28-2004/2005
19045	LAFAYETTE REGIONAL HEALTH CENTER	Ser 593,884 Fid 04-18-1086 Reg 1,416,760 Iss 11-26-1986	Class 042 = Health care services.	Renewal due between 11-25-2005/2006



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DOCKET NO.	MARK	SERIAL NO. REG. NO.	GOODS/SERVICES	STATUS
30768	MEDISCOPE Health Medical Ventures Group, Inc.	Ser 76/129,207 Fid 09-18-2000 Reg 2,519,717 Iss 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 12-18-2006/2007
31921	THE CANCER INSTITUTE TOGETHER FOR A CURE AND DESIGN The Cancer Institute, L.L.C.	Ser 79/421/407 Fid 00-12-2002 Reg Iss	Class 044 = Health care services.	Pending
18134	THE STORK CLUB	Ser 589,378 Fid 05-19-1988 Reg 1,488,952 Iss 05-17-1988	Class 042 = Maternity health care services.	Renewal due between 05-17-2007/2008
20911	WHAT'S THE SECRET?	Ser 74/072,255 Fid 08-25-1990 Reg 1,683,671 Iss 11-05-1991	Class 041 = Educational services, namely, conducting a child sexual abuse prevention program for children.	Renewal due between 11-05-2010/2011