

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
Prairie St. John's, LLC	FORMERLY Children's Psychiatric Hospital, LLC	09/01/2009	LIMITED LIABILITY COMPANY: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	PSJ Acquisition, LLC		
Street Address:	6640 Carothers Parkway		
Internal Address:	Suite 500		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH DAKOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3235074	PRAIRIE ST. JOHN'S	
Registration Number:	3234948	PRAIRIE ST. JOHN'S	
Registration Number:	2754021	PRAIRIE AT ST. JOHN'S	
CORRESPONDENCE DATA			
Fax Number:	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-850-8567		
Email:	mark.plotkin@wallerlaw.com		
Correspondent Name:	Mark J. Plotkin		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	014226.90322		

OP \$90.00 3235074

NAME OF SUBMITTER:	Mark J. Plotkin
Signature:	/MARK J. PLOTKIN/
Date:	09/02/2009
Total Attachments: 8 source=PRAIRIE Assignment#page1.tif source=PRAIRIE Assignment#page2.tif source=PRAIRIE Assignment#page3.tif source=PRAIRIE Assignment#page4.tif source=PRAIRIE Assignment#page5.tif source=PRAIRIE Assignment#page6.tif source=PRAIRIE Assignment#page7.tif source=PRAIRIE Assignment#page8.tif	

**ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND ACCOMPANYING
APPLICATIONS, REGISTRATIONS AND GOODWILL**

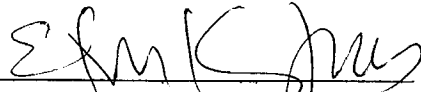
Effective as of Sept 1, 2009 (the "**Effective Date**") and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Prairie St. John's LLC, a North Dakota limited liability company ("Assignor")**, does hereby sell, assign, transfer and set over to **PSJ Acquisition, LLC, a North Dakota limited liability company ("Assignee")**, all of Assignor's worldwide rights, title and interest in and to the trademarks and service marks listed on **Exhibit A** attached hereto (collectively, the "**Marks**"), any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks and the resulting right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor acknowledges that it was formally known as Children's Psychiatric Hospital, LLC (as evidenced by the Certificate of Name Change attached at **Exhibit B** hereto) and Assignor agrees to execute and deliver at the request of Assignee any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned have executed this Assignment this 31st day of Aug ~~Sept~~, 2009.

Prairie St. John's LLC
(f/k/a *Children's Psychiatric Hospital, LLC*)

PSJ Acquisition, LLC

By: 

By: _____

Title: CEO / Vice President

Title: _____

Date: Sept 31, 2009

Date: _____

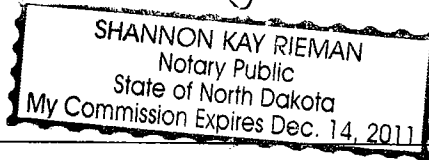
STATE OF North Dakota)
)
COUNTY OF Cass)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Emmet M Kenney Sr MD with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the VP/CEO of **Prairie St. John's LLC**, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Aug Witness my hand and seal, at office in Fargo, ND, this the 31st day of 2009.

Shannon Kay Rieman
NOTARY PUBLIC

My Commission Expires: 12-14-2011



STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the _____ of **PSJ Acquisition, LLC**, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Witness my hand and seal, at office in _____, _____, this the ____ day of _____ 2009.

NOTARY PUBLIC

My Commission Expires: _____

**ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND ACCOMPANYING
APPLICATIONS, REGISTRATIONS AND GOODWILL**

Effective as of September 1, 2009 (the "**Effective Date**") and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Prairie St. John's LLC, a North Dakota limited liability company ("Assignor")**, does hereby sell, assign, transfer and set over to **PSJ Acquisition, LLC, a North Dakota limited liability company ("Assignee")**, all of Assignor's worldwide rights, title and interest in and to the trademarks and service marks listed on **Exhibit A** attached hereto (collectively, the "**Marks**"), any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks and the resulting right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor acknowledges that it was formally known as Children's Psychiatric Hospital, LLC (as evidenced by the Certificate of Name Change attached at **Exhibit B** hereto) and Assignor agrees to execute and deliver at the request of Assignee any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned have executed this Assignment this 25th day of August, 2009.

Prairie St. John's LLC
(f/k/a Children's Psychiatric Hospital, LLC)

PSJ Acquisition, LLC

By: _____

By:  _____

Title: _____

Title: Vice President & Asst. Secretary

Date: _____

Date: August 25, 2009

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the _____ of **Prairie St. John's LLC**, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Witness my hand and seal, at office in _____, _____, this the ____ day of _____ 2009.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF Tennessee)
)
COUNTY OF Williamson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Steven T. Davidson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the Vice President - Asst. of PSJ Acquisition, LLC, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

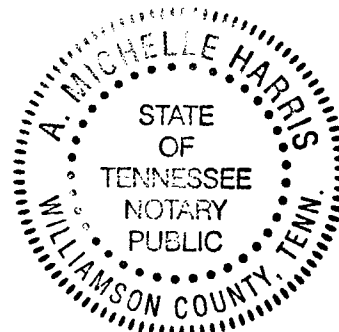
Witness my hand and seal, at office in Franklin, Tennessee, this the 25th day of August 2009.

A. Michelle Harris
NOTARY PUBLIC

My Commission Expires: March 14, 2010

1178559.2

-2-



My Commission Expires ~~TRADE MARK~~

REEL: 004056 FRAME: 0040

EXHIBIT A

**ASSIGNMENT OF U. S. TRADEMARKS, SERVICE MARKS AND ACCOMPANYING
APPLICATIONS, REGISTRATIONS AND GOODWILL**


	MARK	REGISTRATION NO.	CLASS	REGISTRATION DATE	GOODS/SERVICES
1.	 PRAIRIE ST. JOHN'S	3235074	44	April 24, 2007	Health care services and hospital services, namely, inpatient and outpatient psychiatric care.
2.	PRAIRIE ST. JOHN'S (standard characters)	3234948	44	April 24, 2007	Health care services and hospital services, namely, inpatient and outpatient psychiatric care.
3.	PRAIRIE AT ST. JOHN'S (standard characters)	2754021	44	August 19, 2003	Health care services and hospital services, namely, inpatient and outpatient psychiatric care.

EXHIBIT B

Certificate of Name Change

See attached.

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF FACT

OF

PRAIRIE ST. JOHN'S LLC

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that PRAIRIE ST. JOHN'S LLC, a North Dakota Limited Liability Company, was issued a certificate of organization as CHILDREN'S PSYCHIATRIC HOSPITAL LLC on November 6, 1996.

On September 29, 2005 an amendment was filed changing the name to PRAIRIE ST. JOHN'S LLC.

Dated: August 19, 2009

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

TRADEMARK

REEL: 004056 FRAME: 0043

248221

11,805,700 LLC

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF ORGANIZATION
OF
CHILDREN'S PSYCHIATRIC HOSPITAL LLC

RECEIVED

SEP 26 2005

SEC. OF STATE

I, Marshall E. Korman, the Chief Executive Officer of Children's Psychiatric Hospital LLC, a limited liability company subject to the provisions of Chapter 10-32 of the North Dakota Century Code, do hereby certify that pursuant to Chapter 10-32 of the North Dakota Century Code, the Members and Governors did unanimously adopt the following resolution, effective September 22, 2005:

RESOLVED: That Article I of the Articles of Organization of Children's Psychiatric Hospital LLC, be, and the same hereby is amended to read as follows:

ARTICLE I
Name

The name of this limited liability company is Prairie St. John's LLC.

The amendment does not require an exchange, reclassification, division, combination or cancellation of membership interests.

I, the undersigned, by virtue of the authority vested in me, have read the foregoing articles of amendment, know the contents thereof, and verily believe the statements made therein to be true.

Dated this 22nd day of September, 2005.

Marshall E. Korman
Marshall E. Korman, Chief Executive Officer

THIS INSTRUMENT WAS PREPARED BY:

Corey R. Elmer
Vogel Law Firm
215 30th Street North
P.O. Box 1077
Moorhead, MN 56561-1077
(218) 236-6462
CRE-29814.05002 (drl)
G:\Commercial\Business Entities\LLCs\Prairie St. John's LLC (ND)\Articles of Amendment\wpdr

NORTH DAKOTA
Filed 9-29 2005
Marshall E. Korman
Secretary of State
LF

