

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
COVENANT HEALTH SYSTEM		10/16/2009	Non-Profit Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Med-Trans Corporation		
Street Address:	P.O. Box 283		
Internal Address:	306 Davis Drive		
City:	West Plains		
State/Country:	MISSOURI		
Postal Code:	65775		
Entity Type:	CORPORATION: NORTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1684003	AERO CARE AIRBORNE CRITICAL CARE TRANSPORT	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlj.com		
Correspondent Name:	LAWRENCE E. APOLZON		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	MEDT 0906001		
NAME OF SUBMITTER:	Lawrence E. Apolzon		
Signature:	/anca nicolescu/		

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**TRADEMARK
 REEL: 004087 FRAME: 0034**

Date:

10/28/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”) is entered into as of October 16, 2009, by and between COVENANT HEALTH SYSTEM, a Texas nonprofit corporation (“**Assignor**”), and MED-TRANS CORPORATION, a North Dakota corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to a Purchase Agreement dated as of August 26, 2009 (as amended, the “**Purchase Agreement**”), which provides for, among other things, the assignment of the trademark set forth on Exhibit A attached hereto and made a part hereof (collectively, the “**Trademark**”) and all goodwill associated therewith; and

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Trademark and the goodwill associated therewith; and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire, and Assignor desires to assign to Assignee, all rights, title and interest in and to the Trademark and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the foregoing and the agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Definitions. Unless the terms or context of this Trademark Assignment otherwise require or provide, each capitalized term used in this Trademark Assignment shall have the meaning given to such term in the Purchase Agreement.

2. Assignment of Trademark and Associated Goodwill. Assignor hereby sells, assigns, conveys, transfers and sets over unto Assignee, its successors and assigns, all rights, title and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the trademark registrations and applications therefor, free and clear of any mortgage, pledge, hypothecation, lien (statutory or otherwise), preference, priority, security agreement, easement, covenant, restriction or other encumbrance of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device), claim or liability, except for statutory liens for taxes not yet due and payable and relating to periods ending prior to the Effective Time (as defined in the Purchase Agreement) and landlord’s liens arising prior to the Effective Time pursuant to real property leases or applicable law (which are not being assumed by Assignee and which shall remain the sole responsibility of Assignor).

3. Recordation of Assignment. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, any official of any countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademark and the title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.

4. General Provisions.

(a) This Trademark Assignment is executed and delivered at the Closing pursuant to the Purchase Agreement. Nothing contained herein shall be deemed or construed to limit, amend or reduce the rights of Assignor or Assignee provided for in the Purchase Agreement, all of which shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall control.

(b) This Trademark Assignment, together with the Purchase Agreement and the Transaction Documents, constitute the entire agreement and supersede all other prior agreements or understandings, whether written or oral, between the parties hereto with respect to the subject matter hereof.

(c) This Trademark Assignment may be amended or modified only by means of a written instrument executed by all of the parties hereto.

(d) This Trademark Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

(e) This Trademark Assignment may be executed in one or more counterparts (including by means of signature pages delivered by a facsimile machine or electronic mail), all of which taken together shall constitute one and the same instrument.

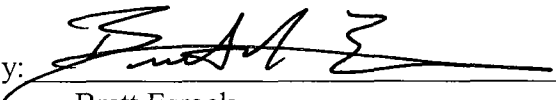
(f) This Trademark Assignment, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment to be effective at 12:01 a.m., Central Time, on the date first above written.

ASSIGNOR:

COVENANT HEALTH SYSTEM

By: 
Brett Esrock
President, Lubbock Hospitals/
Chief Operating Officer

ASSIGNEE:

MED-TRANS CORPORATION

By: _____
Frederick W. P. Buttrell
President and Chief Executive Officer

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Brett Esrock
President, Lubbock Hospitals/
Chief Operating Officer

ASSIGNEE:

MED-TRANS CORPORATION

By: _____


Frederick W. P. Buttrell
President and Chief Executive Officer

EXHIBIT A

Trademark

Assignor owns the following U.S. Trademark Registration, which is hereby assigned and conveyed to Assignee:

AERO CARE AIRBORNE CRITICAL CARE TRANSPORT and Design

U.S. Serial No. 74-119713

U.S. Reg. No. 1,684,003

Reg. Date: April 21, 1992