# 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
Ottumwa Regional Health Center, Incorporated		104/30/2010	Non-Profit, non-stock corporation: IOWA

### **RECEIVING PARTY DATA**

Name:	RCHP-Ottumwa, Inc.
Street Address:	103 Continental Place
Internal Address:	Suite 410
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3259641	MCCREERY CANCER CENTER
Registration Number:	3464283	MC

# **CORRESPONDENCE DATA**

Fax Number: (615)244-6804

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

Phone: 615-850-8741

Email: rfelber@wallerlaw.com
Correspondent Name: Robert P. Felber, Jr.
Address Line 1: 511 Union Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	024653.94035 OTTUMWA
NAME OF SUBMITTER:	Robert P. Felber, Jr.
	TRADEMARK

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REEL: 004235 FRAME: 0425

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Signature:	/ROBERT P. FELBER, JR./
Date:	07/01/2010
Total Attachments: 3 source=OTTUMWA Trademark Assignment#page1.tif source=OTTUMWA Trademark Assignment#page2.tif source=OTTUMWA Trademark Assignment#page3.tif	

TRADEMARK REEL: 004235 FRAME: 0426

## TRADEMARK ASSIGNMENT

WHEREAS, OTTUMWA REGIONAL HEALTH CENTER, INCORPORATED, an Iowa non-profit, non-stock corporation ("Assignor"), is the exclusive owner of the U.S. trademark registrations listed on the attached Schedule A (the "Trademarks");

WHEREAS, Assignor desires to sell, transfer, and assign all of Assignor's worldwide right, title, and interest in and to the Trademarks, together with all of the goodwill of the business associated with the Trademarks, to RCHP-OTTUMWA, INC., a Delaware corporation ("Assignee"), on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and among the Assignor, Assignee, REGIONAL RETIREMENT LIVING, INC., an Iowa non-profit, non-stock corporation, REGIONAL ENTERPRISES, INC., an Iowa corporation, and REGIONALCARE HOSPITAL PARTNERS, INC., a Delaware corporation, dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, Assignor wishes to herein memorialize said assignment, transfer and sale of the Trademarks, together with all of the goodwill of the business associated with the Trademarks, to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Asset Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Assignee, the entire worldwide right, title and interest in and to the Trademarks (including all common law rights associated with the marks), and in and to all of the goodwill of the business associated with the Trademarks, together with that portion of Assignor's business to which the Trademarks pertain, and all claims for damages by reason of past or current infringement of same, 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.

Assignor agrees to execute and deliver, at the request of Assignee and without further consideration, any papers, instruments and assignments reasonably necessary to vest in Assignee all of the right, title and interest of Assignor in and to the Trademarks and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

This agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

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TRADEMARK REEL: 004235 FRAME: 0427 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 30th day of April, 2010.

# **ASSIGNOR**

OTTUMWA REGIONAL HEALTH CENTER, INCORPORATED

Name: Thomas R. Siemers

Title: President and Chief Exercitive Officer

**ASSIGNEE** 

RCHP-O7/TUMWA, INC.

Name: Martin S. Roch

Title: Chief Executive Officer

Schedule A: U.S. Trademark Registrations

Mark	Registration No./Serial No.	Status
McCreery Cancer Center	3,259,641	
(word mark)	July 3, 2007	
	3,464,283	
	July 8, 2008.	

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**RECORDED: 07/01/2010** 

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