

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
The Maryland Hospital Association		08/03/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Press Ganey Associates		
Street Address:	404 Columbia Place		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46637		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2125539	QI	
Registration Number:	3329432	QI	
Registration Number:	3329431	QUALITY INDICATOR PROJECT	
Serial Number:	77520033	QI MAP	
Registration Number:	3781956	PSYCH INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	(574)232-3485		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5742348559		
Email:	dhill@pressganey.com		
Correspondent Name:	Press Ganey Associates		
Address Line 1:	404 Columbia Place		
Address Line 4:	South Bend, INDIANA 46601		
NAME OF SUBMITTER:	David Hill		

OP \$140.00 2125539

900175959

**TRADEMARK
 REEL: 004419 FRAME: 0289**

Signature:	/David Hill/
Date:	11/19/2010
Total Attachments: 7 source=Trademark Assignment (FULLY EXECUTED)#page1.tif source=Trademark Assignment (FULLY EXECUTED)#page2.tif source=Trademark Assignment (FULLY EXECUTED)#page3.tif source=Trademark Assignment (FULLY EXECUTED)#page4.tif source=Trademark Assignment (FULLY EXECUTED)#page5.tif source=Trademark Assignment (FULLY EXECUTED)#page6.tif source=Trademark Assignment (FULLY EXECUTED)#page7.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”) dated as of August 3, 2010 (the “**Effective Date**”), is made by and between THE MARYLAND HOSPITAL ASSOCIATION INCORPORATED, a Maryland corporation, (“**Assignor**”), and CENTER FOR PERFORMANCE SCIENCES, INC., a Maryland non-stock corporation (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the owner of the trademark applications and registrations, together with the goodwill of the business connected with the use of, or symbolized by the foregoing, identified on Schedule A to this Assignment (collectively, the “**Trademarks**”);

WHEREAS, pursuant to the Ownership Interest and Asset Purchase Agreement, dated as of August 3, 2010 (the “**Purchase Agreement**”), by and between Assignor and Assignee, Assignor has agreed to assign certain intellectual property, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title, and interest in and to the Trademarks together with the goodwill of the business connected with the use of, or symbolized by, the Trademarks, any registrations and applications therefor, and all other corresponding rights under the laws of the United States or any foreign country, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor as if this Assignment had not been made, together with all income, royalties or payments due or payable and arising from the Trademarks as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate governmental entity. The parties shall cooperate to execute and deliver such other documents and take all such other actions, at Assignee’s expense, as reasonably necessary to effect the intent hereof.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement,


the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

4. Miscellaneous. Governing law, notices, jurisdictions and other miscellaneous provisions of this Assignment will be governed by Sections 8.4 - 8.12 of the Purchase Agreement, which shall apply to this Assignment *mutatis mutandis*.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

THE MARYLAND HOSPITAL ASSOCIATION
INCORPORATED

By 
Name: CARMELA COYNE
Title: PRESIDENT & CEO

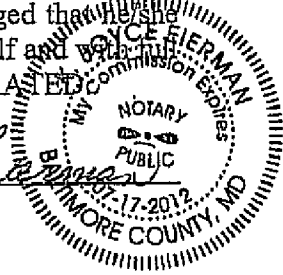
CENTER FOR PERFORMANCE SCIENCES,
INC.

By _____
Name:
Title:

STATE OF Maryland)
) SS.
COUNTY OF Howard)

On this 3rd day of August, 2010, there appeared before me
Carmela Coyle, personally known to me, who acknowledged that he/she
signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full
authority of THE MARYLAND HOSPITAL ASSOCIATION INCORPORATED

K. Joyce Eierman
Notary Public



STATE OF)
) SS.
COUNTY OF)

On this ___ day of August, 2010, there appeared before me _____,
personally known to me, who acknowledged that he/she signed the foregoing Assignment
as his/her voluntary act and deed on behalf and with full authority of CENTER FOR
PERFORMANCE SCIENCES, INC.

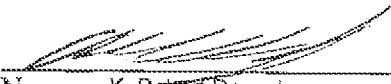
Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

THE MARYLAND HOSPITAL ASSOCIATION
INCORPORATED

By _____
Name:
Title:

CENTER FOR PERFORMANCE SCIENCES,
INC.

By  _____
Name: K. Robert Draughon
Title: President and CFO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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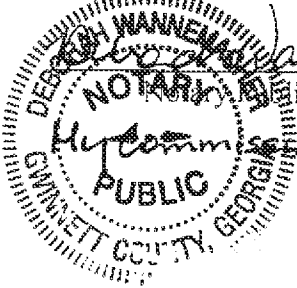
STATE OF)
) SS.
COUNTY OF)

On this ___ day of August, 2010, there appeared before me _____, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of THE MARYLAND HOSPITAL ASSOCIATION INCORPORATED.

Notary Public

STATE OF Georgia)
) SS.
COUNTY OF Gwinnett)

On this 2 day of August, 2010, there appeared before me Robert Draughon, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of CENTER FOR PERFORMANCE SCIENCES, INC.

Robert Draughon
Notary Public
My commission expires May 16, 2012


Schedule A

Trademarks

Trademark	Application / Registration No.
QI PLUS Design	2,125,539
QI	3,329,432
QUALITY INDICATOR PROJECT	3,329,431
QI MAP	77/520,033
PSYCH INSIGHTS	3,781,956