

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Medcath Incorporated		11/01/2010	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
Name:	St. David's Healthcare Partnership, L.P., LLP		
Street Address:	98 San Jacinto Boulevard		
Internal Address:	Suite 1800		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2333577	HEART HOSPITAL OF AUSTIN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(502)561-0442		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	502-584-1135		
Email:	jgregory@middreut.com		
Correspondent Name:	Julie Ann Gregory		
Address Line 1:	401 S. Fourth Street		
Address Line 2:	2500 Brown & Williamson Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Julie Ann Gregory		
Signature:	/Julie Ann Gregory/		
Date:	03/01/2011		

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Total Attachments: 3

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**ASSIGNMENT OF SERVICE MARK  
AND ACCOMPANYING GOODWILL**

**THIS ASSIGNMENT** is executed and effective as of the 1st day of November, 2010, (hereinafter the "**Effective Date**"), by and between **MEDCATH INCORPORATED**, a corporation organized and existing under the laws of the State of North Carolina, whose principal address is 10720 Sikes Place, Suite 300, Charlotte, North Carolina (the "**Assignor**"), and **ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP**, a Texas limited liability limited partnership, whose principal address is 98 San Jacinto Boulevard, Suite 1800, Austin, Texas 78701 (the "**Assignee**").

**WHEREAS**, Assignor is the owner of the service mark HEART HOSPITAL OF AUSTIN & Design in the United States, and the registration therefor in the United States Patent and Trademark Office, Registration No. 2,333,577, (the "**Service Mark**"), the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof; and

**WHEREAS**, Assignee is desirous of acquiring the Service Mark and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

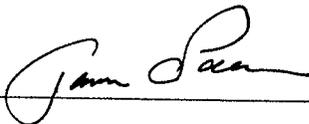
1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Service Mark, together with the goodwill of the business connected with the use of and symbolized by said Service Mark, and together with any and all interests, claims and rights for damages and profits by

reason of any past infringement or unauthorized use of the Service Mark, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Service Mark, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said Service Mark to Assignee, its successors or assigns.

IN WITNESS WHEREOF, the parties have executed this document on the day and date and effective as of the Effective Date set forth above.

**MEDCATH INCORPORATED**, Assignor

By:  \_\_\_\_\_

Name: James A. Parker

Title: Executive Vice President & CFO

**ST. DAVID'S HEALTHCARE PARTNERSHIP,  
L.P., LLP**, Assignee

By: Round Rock Hospital, Inc., General Partner

By: \_\_\_\_\_

Jon Foster, Vice President

reason of any past infringement or unauthorized use of the Service Mark, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Service Mark, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said Service Mark to Assignee, its successors or assigns.

**IN WITNESS WHEREOF**, the parties have executed this document on the day and date and effective as of the Effective Date set forth above.

**MEDCATH INCORPORATED**, Assignor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ST. DAVID'S HEALTHCARE PARTNERSHIP,  
L.P., LLP**, Assignee

By: Round Rock Hospital, Inc., General Partner

By:  \_\_\_\_\_

Jon Foster, Vice President