

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
Caritas Christi		11/05/2010	Not-For-Profit Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Steward Health Care System LLC		
Street Address:	500 Boylston Street		
Internal Address:	Office of the General Counsel		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77607455	CARITAS	
Registration Number:	3764603	C	
CORRESPONDENCE DATA			
Fax Number:	(310)277-4730		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	emalis@mwe.com		
Correspondent Name:	Elisabeth Malis		
Address Line 1:	2049 Century Park East, Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	087956-0010		
NAME OF SUBMITTER:	Elisabeth Malis		
Signature:	/Elisabeth Malis/		

CH \$65.00 77607455

Date:

03/14/2011

Total Attachments: 11

source=IP Assignment Agmt - CC and SHCS 3-9#page1.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page2.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page3.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page4.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page5.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page6.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page7.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page8.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page9.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page10.tif
source=IP Assignment Agmt - CC and SHCS 3-9#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), dated as of November 5, 2010, is made by and between Caritas Christi, a Massachusetts not-for-profit corporation ("Assignor") and Steward Health Care System LLC, a Delaware corporation ("Assignee").

WHEREAS, Steward Health Care System LLC ("Steward Health Care"), CARITAS CHRISTI, a Massachusetts not-for-profit corporation ("Renewal Systems") and certain affiliated entities of Renewal Systems are parties to that certain Asset Purchase Agreement dated March 19, 2010, as amended (the "Asset Purchase Agreement");

WHEREAS, upon the terms and subject to the conditions set forth in that certain Assignment and Assumption Agreement, dated as of November 5, 2010, by and between Assignee and Steward Health Care (the "Assignment Agreement"), Steward Health Care has agreed to assign to Assignee, and Assignee has agreed to accept from Steward Health Care, (a) the right to purchase, acquire, assume and accept all right, title and interest in and to the Purchased Assets, solely to the extent Assignor has a right, title and interest in such Purchased Assets, including, but not limited to, the Intellectual Property listed on Schedules A, B, C, and D hereto (the "Assigned Intellectual Property"), and (b) the right to assume and agree to discharge and perform and pay and satisfy when due the Assumed Liabilities, solely to the extent such Assumed Liabilities constitute the liabilities or obligations of Assignor, in each case as set forth and to the extent provided in the Asset Purchase Agreement;

WHEREAS, Assignor owns the Assigned Intellectual Property; and

WHEREAS, Assignor desires to assign all rights, title and interest in and to the Assigned Intellectual Property to Assignee and Assignee desires to acquire all such rights, title and interest.

NOW, THEREFORE, in consideration of the Purchase Price and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assigned Intellectual Property. Assignor hereby assigns, sells and transfers exclusively unto Assignee, its successors and assigns, all of Assignor's rights, title and interest throughout the world in perpetuity, including all statutory and common law rights, in and to the Assigned Intellectual Property, together with all goodwill associated therewith, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Assigned Intellectual Property in Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Each of the parties agrees to take or cause to be taken such further action, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions set forth in this Assignment.

4. Entire Agreement; Conflicts. This Assignment, together with the Asset Purchase Agreement, the Transaction Documents, the Disclosure Schedules, the exhibits and the documents referred to in the Asset Purchase Agreement, contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede all prior agreements, understandings, representations and statements, oral or written, between the Parties on the subject matter hereof (the "Superseded Agreements"), which Superseded Agreements shall be of no further force or effect.

5. Terms of the Purchase Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency in any manner between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control

6. Amendment and Waiver. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Any term, covenant or condition of this Assignment may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term, covenant or condition. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, provision or condition of this Assignment.

7. Governing Law. This Assignment shall be governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to its provisions concerning conflict of laws.

8. Counterparts. This Assignment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, binding on all of the parties hereto. Delivery of an executed counterpart to this Assignment by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Assignment.

9. No Third Party Beneficiaries. None of the provisions contained in this Assignment are intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a party to this Assignment.

10. Headings The headings contained in this Assignment are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Assignment.

11. Binding Effect. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

DOC ID-13041717.2

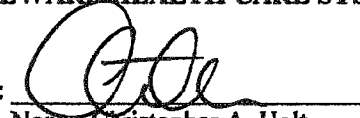
12. Power of Attorney Assignor hereby constitutes and appoints Assignee, its successors and assigns, as Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf, for the benefit and at the expense of Assignee, its successors and assigns, to demand and receive any and all of the Assigned Intellectual Property, and to execute and deliver receipts, releases and such other instruments or documents as the Assignee may reasonably deem necessary or appropriate in connection with the demand and receipt of the same, and any part thereof, and from time to time to institute and prosecute in Assignor's name, or otherwise, for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Assigned Intellectual Property or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relating to the Assigned Intellectual Property which Assignee, its successors or assigns shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor or by its dissolution or in any manner or for any reason whatsoever.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment has been signed on behalf of each of the parties hereof as of the date first written above.

STEWARD HEALTH CARE SYSTEM LLC

By: _____




Name: Christopher A. Holt

Title: Authorized Signatory

Intellectual Property Assignment between Caritas Christi and Steward Health Care System LLC

TRADEMARK
REEL: 004497 FRAME: 0551

CARITAS CHRISTI

By: 
Name: _____
Title:

Schedule A

Patents

None.

DOC ID-13041717.2

TRADEMARK
REEL: 004497 FRAME: 0553

Schedule B

Trademarks

<u>Mark</u>	<u>Application/ Owner</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Design Mark	Caritas Christi			3,764,603	03/23/2010
CARITAS	Caritas Christi	77/607,455	11/05/2008		

Schedule C

Copyrights

Work	Owner/ Claimant	Registration No.	Registration Date
Caritas assessment system: phase I	Caritas Christi	TX000652 1753	02/09/2007
Caritas assessment system: phase II	Caritas Christi	TX0006521751	02/09/2007
Caritas assessment system: phase III	Caritas Christi	TX000652 1752	02/09/2007
Massachusetts risk management survey	Caritas Christi	PA0000689284	03/04/1994

Schedule D

Domain Names

Domain Names	Registrant
caritas-gsmc.org	Caritas Christi Health Care
caritas-semc.com	Caritas Christi Health Care
caritas-semc.net	Caritas Christi Health Care
caritas-semc.org	Caritas Christi Health Care
caritascarney.com	Caritas Christi Health Care
caritascarney.net	Caritas Christi Health Care
caritascarney.org	Caritas Christi Health Care
caritaschristi.com	Caritas Christi Health Care
caritaschristi.net	Caritas Christi Health Care
caritaschristi.org	Caritas Christi Health Care
caritaschristidoctorfinder.org	Caritas Christi Health Care
caritasdoctorfinder.org	Caritas Christi Health Care
caritasgoodsam.com	Caritas Christi Health Care
caritasgoodsam.net	Caritas Christi Health Care
caritasgoodsam.org	Caritas Christi Health Care
caritasnorwood.com	Caritas Christi Health Care
caritasnorwood.net	Caritas Christi Health Care
caritasnorwood.org	Caritas Christi Health Care
carneyhospital.com	Caritas Christi Health Care
carneyhospital.net	Caritas Christi Health Care
carneyhospital.org	Caritas Christi Health Care
cchcs.com	Caritas Christi Health Care
cchcs.org	Caritas Christi Health Care
holyfamilyhosp.com	Caritas Christi Health Care
holyfamilyhosp.net	Caritas Christi Health Care
mycaritas.com	Caritas Christi Health Care
mycaritas.net	Caritas Christi Health Care
mycaritasmail.com	Caritas Christi Health Care
mycaritasmail.net	Caritas Christi Health Care
mycaritasmail.org	Caritas Christi Health Care
mycaritaspc.com	Caritas Christi Health Care
mycaritaspc.net	Caritas Christi Health Care
mycaritaspc.org	Caritas Christi Health Care
saintanneshospital.com	Caritas Christi Health Care
saintanneshospital.net	Caritas Christi Health Care
saintanneshospital.org	Caritas Christi Health Care
24HORASPROMESA.COM	Caritas Christi Health Care
24HORASPROMESA.ORG	Caritas Christi Health Care
24HOURPROMISE.COM	Caritas Christi Health Care
24HOURPROMISE.ORG	Caritas Christi Health Care
24HOURPROMISED.COM	Caritas Christi Health Care
24HOURPROMISED.ORG	Caritas Christi Health Care

24HOURSPROMISE.COM	Caritas Christi Health Care
24HOURSPROMISE.ORG	Caritas Christi Health Care
24HRPROMISE.COM	Caritas Christi Health Care
24HRPROMISE.ORG	Caritas Christi Health Care
CARITASCDN.COM	Caritas Christi Health Care
CARITASEDUCATIONNETWORK.COM	Caritas Christi Health Care
CARITASEDUCATIONNETWORK.ORG	Caritas Christi Health Care
CARITASEDUCATIONNET.COM	Caritas Christi Health Care
CARITASEDUCATIONNET.ORG	Caritas Christi Health Care
CARITASEDUCATIONNETWORK.COM	Caritas Christi Health Care
CARITASEDUCATIONNETWORK.ORG	Caritas Christi Health Care
CARITASFOXBORO.COM	Caritas Christi Health Care
CARITASFOXBORO.ORG	Caritas Christi Health Care
CARITASGOODSAMARITANHOSPICE.COM	Caritas Christi Health Care
CARITASGOODSAMARITANHOSPICE.ORG	Caritas Christi Health Care
CARITASHEALTHSYSTEM.COM	Caritas Christi Health Care
CARITASHEALTHSYSTEM.ORG	Caritas Christi Health Care
CARITASHOLYFAMILY.ORG	Caritas Christi Health Care
CARITASHOMECARE.ORG	Caritas Christi Health Care
CARITASHOMECAREANDHOSPICE.COM	Caritas Christi Health Care
CARITASHOMECAREANDHOSPICE.ORG	Caritas Christi Health Care
CARITASHOSPICE.COM	Caritas Christi Health Care
CARITASHOSPICE.ORG	Caritas Christi Health Care
CARITASMSINSTITUTE.COM	Caritas Christi Health Care
CARITASMSINSTITUTE.ORG	Caritas Christi Health Care
CARITASNORCAPLODGE.ORG	Caritas Christi Health Care
CARITASORTHOPELIC.COM	Caritas Christi Health Care
CARITASORTHOPELIC.ORG	Caritas Christi Health Care
CARITASSTELIZABETHS.COM	Caritas Christi Health Care
CARITASSTELIZABETHS.ORG	Caritas Christi Health Care
CARTIASHEALTH.ORG	Caritas Christi Health Care
GOODSAMARITANMEDICAL.ORG	Caritas Christi Health Care
MYCARITASHEALTH.COM	Caritas Christi Health Care
MYCARITASHEALTH.ORG	Caritas Christi Health Care
MYCARITASONLINE.COM	Caritas Christi Health Care
MYCARITASONLINE.ORG	Caritas Christi Health Care
NEWMEINFO.COM	Caritas Christi Health Care
NEWMEINFO.ORG	Caritas Christi Health Care
NORCAPLODGE.ORG	Caritas Christi Health Care
NORWOODHOSP.COM	Caritas Christi Health Care
NORWOODHOSP.ORG	Caritas Christi Health Care
NORWOOD-HOSPITAL.COM	Caritas Christi Health Care
NORWOOD-HOSPITAL.ORG	Caritas Christi Health Care
QUALITYTOPEOPLE.ORG	Caritas Christi Health Care
TWENTYFOURHOURPROMISE.COM	Caritas Christi Health Care
TWENTYFOURHOURPROMISE.ORG	Caritas Christi Health Care
MYSTWEARDHEALTH.COM	Caritas Christi Health Care
MYSTWEARDHEALTH.ORG	Caritas Christi Health Care

MYSTEWARDHEALTH.INFO	Caritas Christi Health Care
STEWARDDIRECT.COM	Caritas Christi Health Care
STEWARDDIRECT.ORG	Caritas Christi Health Care
STEWARDHEALTHCARESYSTEM.COM	Caritas Christi Health Care
STEWARDHEALTHCARESYSTEM.ORG	Caritas Christi Health Care
STEWARDHEALTHCARESYSTEM.INFO	Caritas Christi Health Care
STEWARDHEALTHSYSTEM.COM	Caritas Christi Health Care
STEWARDHEALTHSYSTEM.ORG	Caritas Christi Health Care
STEWARDHEALTHSYSTEM.INFO	Caritas Christi Health Care
STEWARDHOMECARE.COM	Caritas Christi Health Care
STEWARDHOMECARE.ORG	Caritas Christi Health Care
STEWARDPHYSICIANNETWORK.ORG	Caritas Christi Health Care