

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Hospital Committee for the Livermore-Pleasanton Areas dba ValleyCare Health System, ValleyCare Medical Center and Valley Memorial Hospital		05/03/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UHS of Delaware, Inc.		
<b>Street Address:</b>	367 South Gulph Road		
<b>City:</b>	King of Prussia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19406		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3924698	VALLEY CARE CLINICS	
<b>Registration Number:</b>	3835565	VALLEY CARE CLINICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(434)817-0977		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(434) 951-5700		
<b>Email:</b>	tbergert@williamsmullen.com		
<b>Correspondent Name:</b>	Thomas F. Bergert		
<b>Address Line 1:</b>	Williams Mullen, c/o IP Docketing		
<b>Address Line 2:</b>	222 Central Park Avenue, Suite 1700		
<b>Address Line 4:</b>	Virginia Beach, VIRGINIA 23462-3035		
<b>ATTORNEY DOCKET NUMBER:</b>	053160.0245		

OP \$65.00 3924698

**900191352**

**TRADEMARK  
 REEL: 004537 FRAME: 0318**


NAME OF SUBMITTER:	Thomas F. Bergert
Signature:	/Thomas F. Bergert/
Date:	05/09/2011
<b>Total Attachments: 5</b> source=CONSENT and COEXISTENCE AGREEMENT#page1.tif source=CONSENT and COEXISTENCE AGREEMENT#page2.tif source=CONSENT and COEXISTENCE AGREEMENT#page3.tif source=CONSENT and COEXISTENCE AGREEMENT#page4.tif source=CONSENT and COEXISTENCE AGREEMENT#page5.tif	

## CONSENT and COEXISTENCE AGREEMENT


THIS CONSENT and COEXISTENCE AGREEMENT ("Agreement") is effective as of May 3, 2011 (the "Effective Date") by and between The Hospital Committee for the Livermore-Pleasanton Areas, a California corporation, d/b/a ValleyCare Health System, ValleyCare Medical Center and Valley Memorial Hospital having a place of business at 1111 East Stanley Boulevard, Livermore, California, 94550 (hereinafter "VALLEYCARE") and UHS of Delaware, Inc., a Delaware corporation, having a place of business at 367 South Gulph Road, King of Prussia, Pennsylvania, 19406 (hereinafter "UHS").

VALLEYCARE and UHS are hereinafter referred to generically by the term "Party" and collectively by the term "Parties."


WHEREAS, VALLEYCARE owns U.S. Service Mark Registration No. 1,733,811 for

the mark  in connection with "medical services; namely, the operation of a general acute care hospital, acute care medical treatment, outpatient medical treatment, surgery for adults and children, treatment for trauma victims, treatment of cancer, treatment of patients at home, magnetic imaging, orthopedic care, neurological care, rehabilitation care, obstetrical and gynecological treatment, and medical research" in International Class 044 (the "VALLEYCARE Mark").

WHEREAS, UHS is the owner of U.S. Service Mark Application No.:

- 77/469,515 ("the '515 application") for the mark  in connection with "health care services" in International Class 044;

WHEREAS, UHS is the owner of U.S. Service Mark Registration Nos.:

- 3,924,698 ("the '698 registration") for the mark  in connection with "health care services" in International Class 044; and
- 3,835,565 ("the '565 registration") for the mark VALLEY CARE CLINICS in connection with "health care services" in International Class 044 (the '698 registration and the '565 registration hereinafter referred to collectively as the "UHS Marks").

WHEREAS, UHS uses the UHS Marks in interstate commerce within the State of Texas (the "UHS Territory").

WHEREAS, VALLEYCARE uses the VALLEYCARE Mark in interstate commerce in areas outside of the UHS Territory (referred to hereinafter as the "VALLEYCARE Territory").

WHEREAS, on February 16, 2010, VALLEYCARE filed Opposition Proceeding No. 91,193,787 as to the '515 application.

WHEREAS, the Parties believe, based upon, among other things, the similarities of their service marks, type of business, and services offered, that there may be a likelihood of confusion between the VALLEYCARE Mark and one or both of the UHS Marks, but that the Parties' respective marks may coexist if the Parties restrict their respective use and registrations to certain geographic territories and abide by the terms and conditions of this Agreement.

WHEREAS, VALLEYCARE and UHS wish to continue providing services in connection with their respective marks in a manner so as to avoid confusion and are, therefore, willing to restrict the advertisement, marketing and provision of services (collectively, the "Use") of their respective marks to certain geographic territories as set forth in this Agreement;

NOW, THEREFORE, in consideration of the recitations, mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Within five business days of the Effective Date, UHS will file a motion, to which VALLEYCARE hereby consents, to abandon the '515 application without prejudice.
2. UHS agrees to restrict its Use of, and registrations for, the UHS Marks to the UHS Territory.
3. VALLEYCARE consents or will consent to UHS's Use and registrations of its UHS Marks that are restricted to the UHS Territory.
4. VALLEYCARE agrees to restrict its Use of, and registration for, its VALLEYCARE Mark to the VALLEYCARE Territory.
5. UHS consents to VALLEYCARE's Use and registration of its VALLEYCARE Mark that is restricted to the VALLEYCARE Territory.
6. Within five business days of the Effective Date, UHS will record a duly signed copy of this Agreement in the U.S. Patent and Trademark Office ("USPTO") against the UHS Marks. Within five business days of the Effective Date, VALLEYCARE will record a duly signed copy of this Agreement in the USPTO against the VALLEYCARE Mark.
7. UHS agrees that on any website it owns on which it displays any of the UHS Marks, including but not limited to [www.valleycareclinics.com](http://www.valleycareclinics.com), UHS will post a disclaimer at the bottom of the first page of the website in at least 8-point bold font that UHS and any of its subsidiaries and other related companies are not part of, or in any way connected to ValleyCare Health System, ValleyCare Medical Center or Valley Memorial Hospital of California, and further provide a link to VALLEYCARE's website address, [www.valleycare.com](http://www.valleycare.com), for those visitors searching for ValleyCare Health System, ValleyCare Medical Center or Valley Memorial Hospital.
8. VALLEYCARE agrees that on any website it owns on which it displays the VALLEYCARE Mark, including but not limited to [www.valleycare.com](http://www.valleycare.com), VALLEYCARE will post a disclaimer at the bottom of the first page of the website in at least 8-point bold font that VALLEYCARE and any of its subsidiaries and other related companies are not part of, or in any way connected to UHS or Valley Care Clinics of Texas, and further provide a link to UHS's

website address, [www.valleycareclinics.com](http://www.valleycareclinics.com), for those visitors searching for UHS's Valley Care Clinics in Texas.

9. Neither Party will in any way attempt to associate itself with the other Party or its products, services or trademarks in the United States unless the Parties agree to do so under a written license agreement.

10. Should the need arise, the Parties will cooperate to take the steps necessary to prevent the possibility of customer confusion in United States, arising not only from their own respective Uses of the marks, but from third-party uses as well, whether authorized or not. UHS's policing responsibilities as to its UHS Marks will extend throughout the UHS Territory and VALLEYCARE's policing responsibilities as to its VALLEYCARE Mark will extend throughout the VALLEYCARE Territory.

11. Should VALLEYCARE seek registration in the future in the United States of a mark that includes the word VALLEYCARE in any font, size, style or color, VALLEYCARE will submit any such application with a territorial limitation that excludes the UHS Territory from coverage. VALLEYCARE will also restrict its Use of any such mark consistent with the terms of this Agreement.

12. Should UHS seek registration in the future in the United States of a mark that includes the words "Valley Care" together, in any font, size, style or color, UHS will submit any such application with a territorial limitation that excludes the VALLEYCARE Territory from coverage. UHS will also restrict its Use of any such mark consistent with the terms of this Agreement.

13. The restrictions on UHS in paragraphs 2, 7 and 12 will continue in perpetuity unless terminated by legal abandonment of the VALLEYCARE Mark, or the dissolution, termination of existence, liquidation, insolvency (other than a reorganization under Chapter 11 of the U.S. bankruptcy code) or business failure of VALLEYCARE, or the appointment of a custodian or receiver for VALLEYCARE if such appointment is not terminated or dismissed within sixty (60) days.

14. The restrictions on VALLEYCARE in paragraphs 4, 8 and 11 will continue in perpetuity unless terminated by legal abandonment of the UHS Marks, or the dissolution, termination of existence, liquidation, insolvency (other than a reorganization under Chapter 11 of the U.S. bankruptcy code) or business failure of UHS, or the appointment of a custodian or receiver for UHS if such appointment is not terminated or dismissed within sixty (60) days.

15. This Agreement is effective throughout the United States and its territories.

16. The Parties recognize and agree that compliance with the above provisions will prevent conflict between their respective names and marks and preclude a likelihood of confusion or infringement in the marketplace in United States.

17. The Parties acknowledge and affirm their belief that the geographically restricted, co-existing uses and registrations of the VALLEYCARE Mark and UHS Marks under the terms of this Agreement, are not likely to cause confusion, mistake or deception. The

Parties believe that their respective customers are not likely to be confused, mistaken or deceived by the use and registration of the marks under the conditions agreed to above.

18. The Parties further agree to cooperate as necessary to effectuate and perfect the intent of this Agreement, including without limitation, the further execution of documents and letters of consent as needed or required by the United States Patent and Trademark Office or the Board to assist each other to register their respective VALLEYCARE and UHS Marks in the United States in accordance with the objectives of this Agreement. To this end, the Parties agree to negotiate future consent agreements in good faith on terms reasonably acceptable to the Parties.

19. The Parties agree to bear their own costs in connection with this Agreement, pending applications and registrations, and with respect to Opposition Proceeding No. 91,193,787.

20. This agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

21. This Agreement shall be binding upon and inure to the benefit of the Parties hereto as well as their respective affiliates, parent companies, subsidiaries, assigns, officers, directors, employees, representatives, administrators, executors, agents, all successors in interest, and those persons in active concert or participation with them.

WHEREFORE, the Parties have caused this Agreement to be duly executed on the dates set forth below but to be effective as of the above Effective Date.

The Hospital Committee for The Livermore- Pleasanton Areas, a California corporation,  
d/b/a ValleyCare Health System, ValleyCare  
Medical Center and Valley Memorial  
Hospital

UHS OF DELAWARE, INC.

Name: <u>Clare Shoen</u>	Name: _____
Title: <u>Exec. Vice President</u>	Title: _____
Date: <u>5/2/11</u>	Date: _____

Parties believe that their respective customers are not likely to be confused, mistaken or deceived by the use and registration of the marks under the conditions agreed to above.

18. The Parties further agree to cooperate as necessary to effectuate and perfect the intent of this Agreement, including without limitation, the further execution of documents and letters of consent as needed or required by the United States Patent and Trademark Office or the Board to assist each other to register their respective VALLEYCARE and UHS Marks in the United States in accordance with the objectives of this Agreement. To this end, the Parties agree to negotiate future consent agreements in good faith on terms reasonably acceptable to the Parties.

19. The Parties agree to bear their own costs in connection with this Agreement, pending applications and registrations, and with respect to Opposition Proceeding No. 91,193,787.

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WHEREFORE, the Parties have caused this Agreement to be duly executed on the dates set forth below but to be effective as of the above Effective Date.

The Hospital Committee for The Livermore-Pleasanton Areas, a California corporation, d/b/a ValleyCare Health System, ValleyCare Medical Center and Valley Memorial Hospital

UHS OF DELAWARE, INC.

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

Name: Sam Fitt

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

Title: Vice President

Date: \_\_\_\_\_

Date: May 3, 2011