

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wuesthoff Health Systems, Inc.		09/30/2010	not for profit corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brevard HMA Holdings, LLC		
<b>Street Address:</b>	5811 Pelican Bay Blvd.		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Naples		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34108		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3078851	WUESTHOFF HEALTH SYSTEM	
<b>Registration Number:</b>	3078850	WUESTHOFF HEALTH SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(585)232-2152		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(585) 231 1386		
<b>Email:</b>	bsalai@hselaw.com		
<b>Correspondent Name:</b>	Stephen B. Salai		
<b>Address Line 1:</b>	1600 Bausch and Lomb Place		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	17033.000310		
<b>NAME OF SUBMITTER:</b>	Stephen B. Salai		

CH \$65.00 3078851

Signature:	/stephen b. salai/
Date:	04/11/2012
Total Attachments: 5 source=Agreement#page1.tif source=Agreement#page2.tif source=Agreement#page3.tif source=Agreement#page4.tif source=Agreement#page5.tif	

GENERAL BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This GENERAL BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made this 30th day of September, 2010 to be effective October 1, 2010, by and among Wuesthoff Health Systems, Inc. and its Affiliates (collectively, "Seller"), and Brevard HMA Holdings, LLC ("Buyer").

RECITALS

A. Seller and Buyer have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of July 26, 2010.

B. Capitalized terms used herein and not otherwise defined herein shall have the same meanings ascribed to them as in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer, and Buyer has agreed to purchase from Seller, the Facilities and the Purchased Assets.

D. Pursuant to the Purchase Agreement, Buyer has agreed to assume and fully pay, discharge, satisfy and perform the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Conveyance and Assignment. As provided in, and in accordance with, the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, sets over and delivers unto Buyer, effective on the Closing Date, free and clear of all Encumbrances, other than Permitted Encumbrances, the Purchased Assets, to have and to hold, the entire right, title and interest of Seller in and to the Purchased Assets hereby sold, conveyed, transferred, assigned, set over and delivered to Buyer, its successors and assigns, to and for its and their own use and benefit forever.

2. Further Assurances. Seller, for itself and its successors and assigns, covenants with Buyer, its successors and assigns, that Seller and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, for assuring, conveying and confirming unto Buyer, its successors and assigns, the entire right, title and interest in the Purchased Assets as Buyer, its successors or assigns, shall reasonably require.

3. Assumption of Obligations. As provided in and in accordance with the Purchase Agreement, Buyer hereby assumes and agrees to fully pay, discharge, satisfy and perform the Assumed Liabilities (and no other liabilities).

4. Conflict. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supercede and prevail. Notwithstanding anything to the

contrary contained herein, nothing contained in this Agreement is intended to limit or expand any of the rights or remedies available to the parties under the Purchase Agreement.

5. **Successors.** This Agreement and the covenants and agreements herein contained shall inure to the benefit of Buyer, its successors and assigns, and shall be binding upon the Seller and its successors and assigns.

6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the conflicts of law provisions thereof.

7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree that facsimile and electronically transmitted portable document format (pdf) signatures shall be deemed originals.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this General Bill of Sale, Assignment and Assumption Agreement to be executed as of the date first above written.

By: Steve C. Phelps  
Steve Phelps, *Chairman of the Board of*  
*the following entities:*

Wuesthoff Health Systems, Inc.  
Wuesthoff Memorial Hospital, Inc.  
Wuesthoff Medical Center – Melbourne, Inc.  
Wuesthoff Family Physicians, Inc.  
Wuesthoff Assisted Living at IRCC, Inc.  
Wuesthoff Progressive Care Center, Inc.

By: Steve C. Phelps  
Steve Phelps, *Assistant Secretary of*  
*the following entities:*

Wuesthoff Health Services, Inc.  
Care Span, Inc.  
Wuesthoff Brevard Cardiology Group, Inc.  
Caritas Womancare, Inc.

[Signatures continue on following page]

[Signature Page 1 of 2 to General Bill of Sale]

By: Steve C. Phelps  
Steve Phelps, *Chairman of the Board of Wuesthoff Family Physicians, Inc., in its capacity as the sole member of the following entities:*

Baytree Medical Associates, LLC;  
Brevard Vascular Associates, LLC;  
Cardiology Associates of Brevard, LLC;  
Dzuy Le, MD, LLC;  
First Care Family Physicians, LLC;  
Gastroenterology Associates of Brevard, LLC;  
GI Associates of Brevard, LLC;  
Neurology Associates of Melbourne, LLC;  
Neurology Associates of Brevard, LLC;  
Orthopaedic Associates of Brevard, LLC;  
Robert H. Paxson, M.D., LLC;  
Robert C. Udell, DO, LLC;  
Space Coast Endocrinology, LLC;  
Surgical Associates of Brevard, LLC;  
The Clinic at WalMart Operated by Wuesthoff Health System, LLC;  
Viera Internal Medicine, PLC;  
Wuesthoff Multispecialty Physicians, LLC;  
Wuesthoff Partners in Women's Health, LLC;  
West Point Medical Group, LC  
A. Henriquez, M.D., LLC

By: Steve C. Phelps  
Steve Phelps, *Assistant Secretary of Wuesthoff Health Services, Inc., in its capacity as the General Partner of Suntree Diagnostic Center*

By: Steve C. Phelps  
Steve Phelps, *Chairman of Wuesthoff Memorial Hospital, Inc., in its capacity as the General Partner of Suntree Diagnostic Center*

**BREVARD HMA HOLDINGS, LLC**

By: Timothy R. Parry  
Timothy R. Parry, Senior Vice President

**Excerpts from Asset Purchase Agreement  
By and Among Brevard HMA Holdings, LLC and  
Wuesthoff Health Systems and Affiliates**

**Dated as of July 26, 2010; Closing Effective October 1, 2010**

**SECTION 1. DEFINITIONS.**

“Intellectual Property” means, to the extent held or used in or ancillary to the business or operation of the Facilities or the use or operation of other Purchased Assets ... trademarks, trade names, service marks, ... all rights in all of the foregoing, and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing....

**SECTION 2. SALE OF ASSETS AND CERTAIN RELATED MATTERS**

2.1 Sale of Purchased Assets. Subject to the terms and conditions of this Agreement, Seller agrees that it shall, and shall cause the Seller Entities to, sell, convey, transfer and deliver to Buyer ... all assets of every description, and whether real, personal or mixed, tangible or intangible, associated with or used in the business or operation of the Facilities other than the Excluded Assets, including the following items (collectively, the “Purchased Assets”): (ix) all Intellectual Property....

**SECTION 4. REPRESENTATIONS AND WARRANTIES OF SELLER.**

Section 4.9 Intellectual Property.

(d) Except as set forth on Schedule 4.9, neither Seller nor any of its Affiliates has any patents, trademarks, service marks or registered copyrights related to any of the Purchased Assets....

**Schedule 4.9 to Asset Purchase Agreement**

**Intellectual Property**

1. Trademarks

Serial Number	Reg. Number	Word Mark	Registration Date
78499592	3078851	“Wuesthoff Health System” and design Service Mark	April 11, 2006
78499587	3078850	“Wuesthoff Health System” Service Mark	April 11, 2006