

## 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
Acute Kids Care, L.L.P.		03/31/2012	LIMITED LIABILITY PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Acute Kids Urgent Care of Medical City Children's Hospital, PLLC		
Street Address:	One Park Plaza		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Professional Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3760266		
Registration Number:	3760271	ACUTE KIDS	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	615-850-8874		
Email:	justin.mcnaughton@wallerlaw.com		
Correspondent Name:	Justin F. McNaughton		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	003200.15039 - ACUTE KIDS		
NAME OF SUBMITTER:	Justin F. McNaughton		

OP \$65.00 3760266

Signature:	/JUSTIN F. MCNAUGHTON/
Date:	05/10/2012
Total Attachments: 4 source=Acute Kids Assignment#page1.tif source=Acute Kids Assignment#page2.tif source=Acute Kids Assignment#page3.tif source=Acute Kids Assignment#page4.tif	

**Service Mark Assignment  
from  
Acute Kids Care, L.L.P. to Acute Kids Urgent Care of Medical City Children's Hospital, PLLC**

Pursuant to and effective concurrently with that certain Asset Purchase Agreement effective March 31, 2012 ("**Purchase Agreement**") among Acute Kids Care, L.L.P., a Texas limited liability partnership ("**Assignor**"), Acute Kids Urgent Care of Medical City Children's Hospital, PLLC, a Texas professional limited liability company ("**Assignee**"), and the other parties thereto, Assignor does hereby sell, assign, transfer and set over to Assignee all of its worldwide rights, title and interest in and to all of Assignor's Intellectual Property including but not limited to the service marks identified in Exhibit A attached hereto and any common law rights and registrations in such service marks throughout the world, together with the goodwill of the business in connection with which the service marks are used. Assignee shall have the right to recover damages and profits for past, present and future infringements thereof. Assignee shall have the same use and enjoyment of the Intellectual Property as fully and entirely as would have been enjoyed by Assignor if this assignment had not been made. All undefined terms herein shall have the meaning set forth in the Purchase Agreement. Sellers, as defined in the Purchase Agreement, agree to execute, deliver and record, at the request of Assignee and at Sellers' own expense, any papers, instruments and assignments reasonably necessary to vest in Assignee all of the right, title and interest of Assignor in and to the assigned Intellectual Property and to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Sellers. In the event Sellers and/or Assignor is unable or unwilling to execute such documents, Sellers and Assignor hereby irrevocably appoint Assignee as their attorney-in-fact to perform such duties, such right being coupled with an interest.

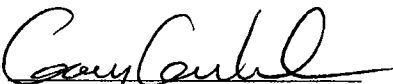
Notwithstanding anything to the contrary contained herein, the terms of this assignment are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this assignment is not intended to alter the rights or obligations of the parties to the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this assignment effective as of the date first above written.

**Assignor:**

**Acute Kids Care, L.L.P.**

By:   
Name: Gary Geffacher, M.D.  
Title: Partner

**Assignee:**

**Acute Kids Urgent Care of Medical City Children's  
Hospital, PLLC**

By: \_\_\_\_\_  
Name: Jeffrey D. Stone  
Title: Vice President

[SIGNATURE PAGE TO SERVICE MARK ASSIGNMENT]

8722638

**TRADEMARK**  
**REEL: 004776 FRAME: 0791**

IN WITNESS WHEREOF, the parties have executed this assignment effective as of the date first above written.


**Assignor:**

**Acute Kids Care, L.L.P.**

**Assignee:**

**Acute Kids Urgent Care of Medical City Children's Hospital, PLLC**

By: \_\_\_\_\_  
Name: Gary Gerlacher, M.D.  
Title: Partner

By:  \_\_\_\_\_  
Name: Jeffrey D. Stone  
Title: Vice President

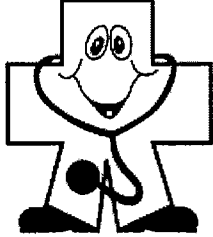

[SIGNATURE PAGE TO SERVICE MARK ASSIGNMENT]

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**TRADEMARK**  
**REEL: 004776 FRAME: 0792**

**EXHIBIT A**  
**TO**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

**Service Marks**

	<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>FILING DATE</b>	<b>DESCRIPTION OF SERVICES</b>
1		3,760,266	May 12, 2009	Class 44: Healthcare; Urgent medical care centers
2	 <b>Acute Kids</b>	3,760,271	May 13, 2009	Class 44: Healthcare; Urgent medical care centers