

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
Triad Healthcare Corporation	FORMERLY Triad Hospitals, Inc.	12/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Summa Barberton Citizens Hospital		
Street Address:	525 East Market Street		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44309		
Entity Type:	Non-profit corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3299222	LABCARE PLUS	
Registration Number:	3299223	LABCARE PLUS	
CORRESPONDENCE DATA			
Fax Number:	3302531977		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3302535060		
Email:	trademarks@bmdllc.com		
Correspondent Name:	W. Scott Harders		
Address Line 1:	75 East Market Street		
Address Line 4:	Akron, OHIO 44308		
ATTORNEY DOCKET NUMBER:	1091.0061.0062		
NAME OF SUBMITTER:	W. Scott Harders		
Signature:	/W. Scott Harders/		

Date:

11/29/2012

Total Attachments: 9

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into effective as of December 1, 2007 by and between **TRIAD HEALTHCARE CORPORATION**, a Delaware corporation formerly known as Triad Hospitals, Inc. ("Assignor"), and **SUMMA BARBERTON CITIZENS HOSPITAL**, an Ohio non-profit corporation ("Assignee").

RECITALS:

A. As of the date hereof, certain affiliates of Assignor have conveyed to Assignee certain assets associated with or employed in the operations of the Facilities, as more particularly described in and as contemplated by that certain Asset Purchase Agreement dated November 30, 2007, by and among Barberton Health System, LLC, a Delaware limited liability company, Barberton Physician Services, LLC, a Delaware limited liability company, Tuscora Park Medical Specialists, LLC, a Delaware limited liability company, CHS/Community Health Systems, Inc., a Delaware corporation, Buyer and Summa Health System, an Ohio non-profit corporation (the "Purchase Agreement"). Any capitalized terms used but not otherwise defined in this Agreement shall have the same meanings herein as ascribed to such terms in the Purchase Agreement.

B. In connection with the transactions contemplated by and more particularly described in the Purchase Agreement, Assignor has agreed to assign to Assignee the service marks, trademarks and trade names listed on Exhibit A attached hereto (the "Marks") on the terms and conditions set forth therein and in this Assignment.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby sells, transfers, assigns and delivers unto Assignee, effective as of the date hereof, the Marks, all right, title and interest of Assignor therein, and the United States Patent and Trademark Office registration therefor, together with the goodwill of the business connected with and symbolized by the Marks and registration therefor, as well as all rights to damages or profits, due or accrued, arising out of past infringement of the Marks or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name.

2. **FURTHER ACTIONS.** Assignor hereby covenants and agrees to execute and deliver without further consideration, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Assignment.

3. **COUNTERPARTS.** This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

4. **CONFLICT.** This Assignment shall be subject to the terms and conditions of the Purchase Agreement. This Assignment does not replace, substitute for, expand, extinguish,

impair or limit in any way the rights, obligations, claims, or remedies of any party under the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions set forth in this Assignment and the terms and conditions set forth in the Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Purchase Agreement shall prevail, govern, and control in all respects.

5. **BINDING EFFECT.** This Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignee and its successors and assigns and shall inure to the benefit of Assignor and its successors and assigns.

6. **RECORDING.** To the extent necessary, Assignor agrees that Assignee may file this Assignment with the United States Patent and Trademark Office and other appropriate governmental offices for purposes of confirming the assignment of the Marks from Assignor to Assignee.

SIGNATURE PAGE FOLLOWS

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


ASSIGNOR:

TRIAD HEALTHCARE CORPORATION

By: _____

Name: _____

Title: _____


Rachel A. Selfert
Senior Vice President
and Secretary

ASSIGNEE:

SUMMA BARBERTON CITIZENS HOSPITAL

By: _____

Name: _____

Title: _____

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

ASSIGNOR:

TRIAD HEALTHCARE CORPORATION

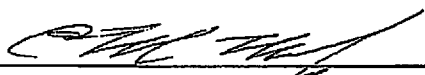
By: _____

Name: _____

Title: _____

ASSIGNEE:

SUMMA BARBERTON CITIZENS HOSPITAL

By:  _____

Name: C. Michael Rutherford

Title: Pres.

EXHIBIT A

Marks

1. United States Patent and Trademark Office Registration No. 3,299,222, a copy of which is attached hereto.
2. United States Patent and Trademark Office Registration No. 3,299,223, a copy of which is attached hereto.

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



J. W. I. Dudas

Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 004909 FRAME: 0543

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,299,222

Registered Sep. 25, 2007

SERVICE MARK
PRINCIPAL REGISTER

LABCARE PLUS

TRIAD HOSPITALS, INC. (DELAWARE CORPORATION)
5800 TENNYSON PARKWAY
PLANO, TX 75024

VIA GLOBAL COMPUTER NETWORKS, FACSIMILE, AND SIMILAR MEANS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FOR: MEDICAL LABORATORY SERVICES, NAMELY, LABORATORY TESTING, EVALUATION, AND RESEARCH SERVICES; MEDICAL LABORATORY SERVICES, NAMELY, DISEASE MANAGEMENT AND PATHOLOGY SERVICES; AND MEDICAL LABORATORY SERVICES, NAMELY, PROVIDING MEDICAL LABORATORY INFORMATION TO HEALTH CARE PROVIDERS, MANAGED CARE PROVIDERS AND PATIENTS

FIRST USE 12-31-2005; IN COMMERCE 12-31-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 78-675,592, FILED 7-21-2005.

DAYNA BROWNE, EXAMINING ATTORNEY

The United States of America



**CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER**

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



Jon W. I. Dudas

Director of the United States Patent and Trademark Office

**TRADEMARK
REEL: 004909 FRAME: 0545**

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 3,299,223

United States Patent and Trademark Office

Registered Sep. 25, 2007

SERVICE MARK
PRINCIPAL REGISTER



TRIAD HOSPITALS, INC. (DELAWARE CORPORATION)
5800 TENNYSON PARKWAY
PLANO, TX 75024

FOR: MEDICAL LABORATORY SERVICES, NAMELY, LABORATORY TESTING, EVALUATION, AND RESEARCH SERVICES; MEDICAL LABORATORY SERVICES, NAMELY, DISEASE MANAGEMENT AND PATHOLOGY SERVICES; AND MEDICAL LABORATORY SERVICES, NAMELY, PROVIDING MEDICAL LABORATORY INFOR-

MATION TO HEALTH CARE PROVIDERS, MANAGED CARE PROVIDERS AND PATIENTS VIA GLOBAL COMPUTER NETWORKS, FACSIMILE, AND SIMILAR MEANS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 12-31-2005; IN COMMERCE 12-31-2005.

SN 78-675,717, FILED 7-21-2005.

DAYNA BROWNE, EXAMINING ATTORNEY