

## 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
Derby Divas, LLC		11/05/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Norton Healthcare Foundation, Inc.		
Street Address:	234 East Gray Street, Suite 450		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4074741	DERBY DIVAS	
Registration Number:	3547493	DERBY DIVAS	
CORRESPONDENCE DATA			
Fax Number:	5025881960		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5026252784		
Email:	sduvall@middletonlaw.com		
Correspondent Name:	Scot A. Duvall		
Address Line 1:	401 South Fourth Street, Suite 2600		
Address Line 2:	MIDDLETON REUTLINGER		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	ZQ924-13019		
NAME OF SUBMITTER:	Scot A. Duvall		

OP \$65.00 4074741

Signature:	/Scot A. Duvall/
Date:	01/14/2013
Total Attachments: 3 source=Assignment-USPTO-110512#page1.tif source=Assignment-USPTO-110512#page2.tif source=Assignment-USPTO-110512#page3.tif	

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT, dated as of November 5, 2012 (the "Effective Date"), is from Derby Divas, LLC, a Georgia Limited Liability Company (the "Assignor" or "Derby Divas") whose address is 124 Fairmeade Road, Louisville, Kentucky 40207; to Norton Healthcare Foundation, Inc., a Kentucky Corporation, whose address is 234 East Gray Street, Suite 450, Louisville, Kentucky 40202 ("Assignee" or "Norton").

### WITNESSETH:

WHEREAS, Derby Divas has adopted and continuously used, through the Effective Date, the federally registered trademarks and service marks (collectively "Marks") set forth on Schedule A hereto;

WHEREAS, Derby Divas is the owner of all right, title and interest in and to the Marks, and the related registrations arising under United States federal law (the "Registrations"), and desires to transfer all rights in the federally registered trademarks and service marks set forth on Schedule A hereto, to Norton;

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

1. Assignor hereby assigns to Assignee, as of the Effective Date, without any restrictions, reservations, or limitations other than specifically set forth in this Assignment:
  - a. All right, title and interest in and to the Marks and Registrations, together with the goodwill of the business connected with the use of and symbolized by the Marks, arising under the federal, state, and common law of the United States of America, including the right to register the Marks in Assignee's name in the United States of America;
  - b. All claims and rights associated with the Marks and Registrations arising under the federal, state, and common law of the United States of America, including the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Marks or Registrations arising under the federal, state, or common law of the United States of America, and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery);
  - c. All right, title and interest in and to the Marks, any related applications for registration of said Marks, and any registrations of said Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks, arising under the applicable laws elsewhere in the World apart from the United States of America, including the right to register the Marks in Assignee's name elsewhere in the World apart from the United States of America; and

d. All claims and rights associated with the Marks, any related applications for registration of said Marks, and any registrations of said Marks, arising under applicable laws elsewhere in the World apart from the United States of America, including the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Marks, and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery).

2. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement and Assignment to be duly executed by their authorized officers, effective as of the Effective Date.

DERBY DIVAS, LLC

By: Sabrina R. Hackett

Name: Sabrina R. Hackett

Title: President

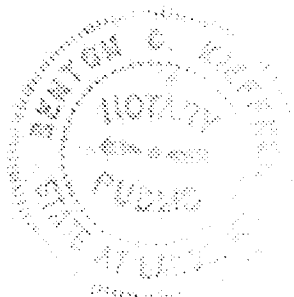
STATE OF Kentucky )  
 )  
 ) :ss  
COUNTY OF Jefferson )

I do hereby certify that Sabrina R. Hackett, personally known to me to be the person who executed the foregoing assignment on behalf of Assignor, appeared before me this day in person and has acknowledged to me that he/she executed the Assignment of his/her own free will and as the free will of Assignor, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal on this 2 day of November, 2012.

[Signature]  
Notary Public

My commission expires: 11/21/15



**ACCEPTANCE**

The undersigned Assignee hereby declares that it has accepted the foregoing Assignment.

NORTON HEALTHCARE FOUNDATION, INC.

By: *[Signature]*

Name: M. LYNN MEYER

Title: EXECUTIVE Director

Date: 11-7-12

**SCHEDULE A**

"Mark"	U.S. Reg. No.	Filing Date	Registration Date
DERBY DIVAS	4,074,741	April 13, 2010	December 20, 2011
DERBY DIVAS	3,547,493	March 22, 2007	December 16, 2008