

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330366

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medcath Corporation	FORMERLY Medcath Incorporated	12/09/2014	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lovelace Health System, Inc.		
<b>Street Address:</b>	One Burton Hills Boulevard		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37215		
<b>Entity Type:</b>	CORPORATION: NEW MEXICO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2411177	CVSTAT	
<b>Registration Number:</b>	3254347	HEART SAVER CT	
<b>Registration Number:</b>	3254346	HEART SAVER CT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6156876993		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	615-238-6304		
<b>Email:</b>	trademarks@bonelaw.com		
<b>Correspondent Name:</b>	Paul W.Kruse		
<b>Address Line 1:</b>	511 Union Street		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	112193-60800		
<b>NAME OF SUBMITTER:</b>	Paul W. Kruse		
<b>SIGNATURE:</b>	/Paul W. Kruse/		
<b>DATE SIGNED:</b>	01/28/2015		
<b>Total Attachments: 4</b>			

OP \$90.00 2411177

source=Tm-assignment MEDCATH to LOVELACE (01189104)#page1.tif

source=Tm-assignment MEDCATH to LOVELACE (01189104)#page2.tif

source=Tm-assignment MEDCATH to LOVELACE (01189104)#page3.tif

source=Tm-assignment MEDCATH to LOVELACE (01189104)#page4.tif

**ASSIGNMENT OF SERVICE MARKS  
AND ACCOMPANYING GOODWILL**

THIS ASSIGNMENT (the "Assignment") is effective as of Effective Date defined below, by and between MEDCATH CORPORATION, a dissolved Delaware corporation, as successor by merger to MEDCATH INCORPORATED, having an address of 10612-D Providence Road, Suite 711, Charlotte, North Carolina 28277, (the "Assignor"), and LOVELACE HEALTH SYSTEM, INC., a New Mexico corporation, whose address is c/o Ardent Health Services, One Burton Hills Boulevard, Suite 250, Nashville, Tennessee 37215, (the "Assignee").

**RECITALS**

WHEREAS, Assignor is desirous of assigning an undivided interest to Assignee in any and all rights, title and interest it may own in and to the service marks CVSTAT, HEART SAVER CT and HEART SAVER CT & Design in the United States, and the registrations therefor in the United States Patent and Trademark Office, Registration Nos. 2,411,177, 3,254,347 and 3,254,346, respectively, (collectively, the "Service Marks"), the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, without limitation, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof, if any, as well as all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party (collectively, the "Appurtenant Rights"); and

WHEREAS, Assignor intends to also assign, subject to the terms of this Assignment, undivided interests in the Service Marks and the Appurtenant Rights to ARKANSAS HEART HOSPITAL, LLC, an Arkansas limited liability company, and to ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP, a Texas limited liability partnership, (the "Concurrent Assignments"), and the effective date (the "Effective Date") of such Concurrent Assignments is forty-five (45) days from the date of the execution by Assignor of this Assignment, as set forth below; and

**WHEREAS**, should either ARKANSAS HEART HOSPITAL, LLC or ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP fail to accept and execute the Concurrent Assignment from Assignor to such party within forty-five (45) days of the execution of such Concurrent Assignment by Assignor, then and in such event, Assignor shall immediately retract its offer to assign to such party an undivided interest in the Service Marks and the Appurtenant Rights, such that the parties who have accepted and executed assignments of undivided interests in the Service Marks and the Appurtenant Rights shall be deemed to jointly own all of Assignor's rights, title and interest in and to the Service Marks and the Appurtenant Rights, it being the intent of Assignor to retain no rights, title or interest in and to the Service Marks and the Appurtenant Rights hereafter; and

**WHEREAS**, Assignor shall notify Assignee if either ARKANSAS HEART HOSPITAL, LLC and/or ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP fails to accept and execute a Concurrent Assignment and such notice shall be given by Assignor within ten (10) business days following Assignor's retraction of Assignor's offer to assign to such party an undivided interest in the Service Marks and the Appurtenant Rights; and

**WHEREAS**, Assignee is desirous of acquiring an undivided interest in all rights, title and interest of Assignor in and to the Service Marks and the Appurtenant Rights on the terms and conditions set forth above;

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

1. The Recitals set forth above are incorporated herein by reference as though fully restated verbatim.
2. Assignor hereby assigns to Assignee an undivided interest in and to any and all rights, title and interest it may own in and to the Service Marks, together with the goodwill of the business connected with the use of and symbolized by said Service Marks, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the

Service Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Service Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor, if any, and all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party.

3. Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Service Marks.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the days and dates set forth below and effective as of the Effective Date set forth above.

**Assignor:**

MEDCATH CORPORATION, a dissolved Delaware corporation, as successor by merger to MEDCATH INCORPORATED

By: Lora Ramsey

Name: Lora Ramsey

Title: President + CEO

Date: 12/9/14

**Assignee:**

LOVELACE HEALTH SYSTEM, INC.

By: Stephen C. Petrovich

Name: Stephen C. Petrovich

Title: Sr. VP, General Counsel  
& Corporate Secretary

Date: 12/15/14