

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VANGUARD HEALTHCARE MANAGEMENT SERVICES, LLC		07/23/2015	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	VANGUARD HEALTHCARE, LLC		
Street Address:	Six Cadillac Drive		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2976325	VANGUARD HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	6152522358		
Email:	KOSBORNE@BABC.COM		
Correspondent Name:	Keaton H. Osborne		
Address Line 1:	1600 DIVISION STREET, SUITE 700		
Address Line 4:	NASHVILLE, TENNESSEE 37203		
NAME OF SUBMITTER:	Keaton osborne		
SIGNATURE:	/keaton osborne/		
DATE SIGNED:	07/23/2015		
Total Attachments: 3			
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OP \$40.00 2976325

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 23, 2015, is by VANGUARD HEALTHCARE MANAGEMENT SERVICES, LLC, a Tennessee limited liability company ("Assignor"), in favor of VANGUARD HEALTHCARE, LLC, a Tennessee limited liability company ("Assignee").

WHEREAS, Assignor owns all rights to the VANGUARD HEALTHCARE registered trademark, Reg. No. 2,976,325 (the "Mark");

WHEREAS, Assignor ceased doing business, commenced and completed the winding up of its affairs, and was dissolved on August 13, 2013;

WHEREAS, in connection with winding up the affairs of Assignor, Assignor distributed, conveyed, transferred and assigned to Assignee, as sole member of Assignor, among other assets, certain intellectual property and goodwill of Assignor;

WHEREAS, in connection with winding up the affairs of Assignor, Assignor inadvertently failed to execute and deliver a trademark assignment agreement in favor of Assignee memorializing Assignor's assignment of its right, title, and interest in and to the Mark to Assignee;

WHEREAS, Assignee desires to memorialize Assignor's assignment of the Mark to Assignee and, in its capacity as successor to Assignor's assets, has agreed to execute and deliver this Trademark Assignment, on behalf of Assignor, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized thereby, including, but not limited to:

(a) all rights of any kind whatsoever of Assignor in and to the Mark, along with any and all rights accruing under any applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any necessary and proper documents, and the delivery of any files, registrations, or other similar items that are in the possession of Assignor, to facilitate the transfer and recordation of the Mark into the name of Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

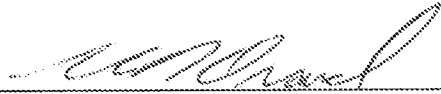
4. Governing Law. The laws of the State of Tennessee, without giving effect to principles of conflicts of laws, govern all matters arising under this Trademark Assignment.

[signature on next page]

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

VANGUARD HEALTHCARE MANAGEMENT SERVICES, LLC, by and through VANGUARD HEALTHCARE, LLC, as its successor

By: 
William D. Orand, President and CEO