

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376586

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KershawHealth		10/30/2015	Body Politic And Corporate: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kershaw Hospital, LLC		
<b>Street Address:</b>	1315 Roberts Street		
<b>City:</b>	Camden		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29020		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3766522	KERSHAWHEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<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>	615-850-8741		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	Robert P. Felber, Jr.		
<b>Address Line 1:</b>	c/o Waller Lansden Dortch & Davis, LLP		
<b>Address Line 2:</b>	511 Union Street, Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	019903.62589		
<b>NAME OF SUBMITTER:</b>	Robert P. Felber, Jr.		
<b>SIGNATURE:</b>	/ROBERT P. FELBER, JR./		
<b>DATE SIGNED:</b>	03/14/2016		
<b>Total Attachments: 2</b>			
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source=KershawHealth Bill of Sale#page2.tif			

OP \$40.00 3766522

## **BILL OF SALE**

**October 30, 2015**

Pursuant to that certain Asset Purchase Agreement dated as of September 25, 2015 (the "Agreement"), by and between KershawHealth, a South Carolina special purpose district ("Seller") and Kershaw Hospital, LLC, a South Carolina limited liability company ("Purchaser"), Seller hereby sells to Purchaser all of Seller's right, title and interest in and to the Assets (other than those Assets that are used exclusively in connection with the Clinic Facilities (as defined below)) and does hereby transfer, convey, grant and assign to Purchaser, all of Seller's right, title and interest in and to all of the Assets (other than those Assets that are used exclusively in connection with the Clinic Facilities) free and clear of all Encumbrances other than the Permitted Encumbrances. Capitalized terms not otherwise defined in this Bill of Sale shall have the definitions given to them in the Agreement. "Clinic Facilities" means the following Facilities identified on Exhibit A to the Agreement: KershawHealth Primary Care at Camden, (ii) KershawHealth Primary Care at Elgin, (iii) KershawHealth Gastroenterology, (iv) KershawHealth Infectious Diseases, (v) KershawHealth Pulmonology, and (vi) KershawHealth Surgery Associates.

All of the terms and provisions of this Bill of Sale shall be binding upon the Seller and shall inure to the benefit of the respective successors and assigns of Purchaser. This Bill of Sale shall be effective as of 12:01 a.m., Central Time, on November 1, 2015.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of South Carolina. This Bill of Sale is made subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Agreement.


At any time, or from time to time hereafter, Seller shall, at the request of Purchaser, take all action necessary to put Purchaser in actual possession and operating control of the Assets (other than those Assets that are used exclusively in connection with the Clinic Facilities), and shall execute, acknowledge and deliver such further instruments of conveyance, sale, transfer and assignment, and take such other action as Purchaser may reasonably request in order to more effectively contribute, convey, sell, transfer and assign to Purchaser all of the Assets (other than those Assets that are used exclusively in connection with the Clinic Facilities), to confirm the title of Purchaser thereto and to assist Purchaser in exercising rights with respect thereto.

*[Signature page to follow]*

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the date first written above.

SELLER:

KERSHAWHEALTH

By:   
Name: Derial Ogburn  
Title: Chair, Board of Trustees

[Signature Page to Bill of Sale (Purchaser)]