

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baptist Health Ventures, Inc.		09/09/2013	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	HealthStream, Inc.		
Street Address:	209 10th Avenue South		
Internal Address:	Suite 450		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3208557	THE DAILY LINE-UP	
Registration Number:	3093258	BRIGHT IDEAS MANAGER	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard and Robert L. Brewer		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	052898-000		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	03/16/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 1, 2013, by and among Baptist Leadership Group, LLC, a Florida limited liability company ("Baptist Leadership"), Baptist Health Ventures, Inc., the sole member of Baptist Leadership and a Florida corporation (collectively with Baptist Leadership, the "Assignors"), and HealthStream, Inc., a Tennessee corporation ("Assignee"). Assignors and Assignee are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, Assignors and Assignee are Parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, Assignors own all rights, title and interest in and to the trademarks, service marks, logos and trade names identified on Schedule 1, attached hereto and incorporated by this reference (hereinafter referred to as the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment for the purposes of assigning all rights, title and interests in the Marks and all goodwill related to or symbolized by such Marks from Assignors to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agrees as follows:

1. Assignors hereby transfer, convey, assign, set over and deliver to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. From time to time on or after the date of this Assignment, Assignors agree to assist Assignee and its successors and assign, upon Assignee's request, to evidence, record and perfect the assignment herein and to secure, enforce, maintain, and defend the assigned rights. In the event Assignee is unable for any reason to secure Assignors' signature to any document that Assignee requests Assignors to execute under this Assignment, Assignors hereby irrevocably designate and appoint Assignee and Assignee's duly designated authorized officers and agents as Assignors' agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignors' behalf and instead of Assignors, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignors. Assignors further covenant that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignors.

3. To the extent that any of the Marks being assigned to Assignee hereunder are "intent-to-use" trademark applications, Assignors acknowledge and agree that such Applications are being assigned to Assignee in connection with a transfer of all goodwill and the assets relating to the business in connection with which the Marks covered by such intent to use Applications will be used.

4. Assignors represent and warrant that Assignors have not previously assigned to any third party any right, title or interest in or to any of the Marks or the goodwill of Assignors with respect thereto. Assignors acknowledge that Assignors shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks. Assignors represent that they have discontinued all use of the Marks from and after the Effective Date hereof.

5. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. This Assignment, together with the Purchase Agreement and the other agreements incorporated thereby, constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignors and Assignee.

7. This Assignment is absolute, exclusive and irrevocable.

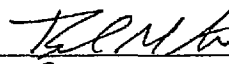
8. In the event of any dispute under this Assignment, this Assignment will be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of law principles

9. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

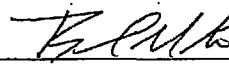
[Signature Page and Schedules to Follow this Page]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: Baptist Leadership Group, LLC

By: 
Name: BRIAN D. MATSON
Title: SVP / Chief Strategy Officer

Assignor: Baptist Health Ventures, Inc.

By: 
Name: BRIAN D. MATSON
Title: SVP / Chief Strategy Officer

Assignee: HealthStream, Inc.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: Baptist Leadership Group, LLC

By: _____
Name: _____
Title: _____

Assignor: Baptist Health Ventures, Inc.

By: _____
Name: _____
Title: _____



Assignee: HealthStream, Inc.

By: _____
Name: Robert A. Feist, Sr.
Title: CEO

[Signature Page to Trademark Assignment]

Schedule 1

Trademarks

Mark	Serial No. Reg. No.	Filing Date Reg. Date	Status
THE DAILY LINE-UP	78858799	April 11, 2006	Registered
	3208557	February 13, 2007	
BRIGHT IDEAS MANAGER	78649036	June 13, 2005	Incontestable
	3093258	May 16, 2006	
THE DAILY LINE-UP	78858815	April 11, 2006	Registered
	3286056	August 28, 2007	
SUSTAINABILITY SURVEY	78850854	March 31, 2006	Registered
	3208364	February 13, 2007	
THE INSTITUTE MINUTE	78850366	March 30, 2006	Registered
	3285983	August 28, 2007	
BRIGHTIDEAS MANAGER	78850299	March 30, 2006	Registered
	3288040	September 4, 2007	

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