

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445077

<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>
HMA CAT, LLC		09/28/2017	Limited Liability Company: TEXAS
Youngstown Ohio Hospital Company, LLC		09/28/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Steward Health Care System, LLC		
<b>Street Address:</b>	111 Huntington Avenue, Suite 1800		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3078850	WUESTHOFF HEALTH SYSTEM	
<b>Registration Number:</b>	3078851	WUESTHOFF HEALTH SYSTEM	
<b>Registration Number:</b>	2194834	TMH	
<b>Registration Number:</b>	1662085		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312-372-2000		
<b>Email:</b>	umattsson@mwe.com, kwalsh@mwe.com		
<b>Correspondent Name:</b>	McDermott Will & Emery LLP		
<b>Address Line 1:</b>	444 W. Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>NAME OF SUBMITTER:</b>	Ulrika E. Mattsson		
<b>SIGNATURE:</b>	/Ulrika E. Mattsson/		
<b>DATE SIGNED:</b>	09/29/2017		
<b>Total Attachments: 5</b>			

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is effective as of September 28, 2017.

**WHEREAS**, HMA CAT, LLC, a Texas Limited Liability Company and Youngstown Ohio Hospital Company, LLC, a Delaware Limited Liability Company (together, the "Assignors"), are the owners of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (the "Trademarks");

**WHEREAS**, the Assignors have agreed to transfer all of their right, title and interest in and to the Trademarks to Steward Health Care System LLC, a Delaware limited liability company (the "Assignee"), located at 111 Huntington Avenue, Suite 1800, Boston, Massachusetts 02199, and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in that certain Asset Purchase Agreement (the "Purchase Agreement"), dated February 16, 2017, by and among the Assignors and the Assignee;

**WHEREAS**, in connection with the Purchase Agreement, the Assignors have agreed to transfer substantially all of the assets of the business to which the Trademarks relate, and that business is ongoing; and

**WHEREAS**, the parties wish to herein memorialize said assignment, transfer and sale of the Assignors' right, title and interest in and to the Trademarks to the Assignee.

**NOW, THEREFORE**, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. The Assignors hereby convey, assign, sell and transfer to Assignee, its successors and permitted assigns, the Assignors' entire right, title and interest in and to the Trademarks, and all of the goodwill of the business associated with the Trademarks, together with that portion of the business to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademarks, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by such Assignor had this Assignment not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. The Assignors agree to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) reasonably requested by Assignee and to do such other acts as may be reasonably necessary or requested by the Assignee to vest full title in and to the Trademarks in the Assignee. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignors and the Assignee.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

*[Signature page follows]*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

HMA CAT, LLC

By: 

Name: Martin G. Schweinhart

Title: President

**ASSIGNOR:**

Youngstown Ohio Hospital Company, LLC

By: 

Name: Terry H. Hendon

Title: Vice President

**ASSIGNEE:**

Steward Health Care System LLC

By: \_\_\_\_\_

Name: Joseph C. Maher, Jr., Esq.

Title: Secretary

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

HMA CAT, LLC

By: \_\_\_\_\_  
Name: Martin G. Schweinhart  
Title: President

**ASSIGNOR:**

Youngstown Ohio Hospital Company, LLC


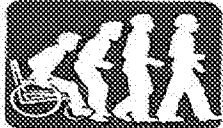
By: \_\_\_\_\_  
Name: Terry H. Hendon  
Title: Vice President

**ASSIGNEE:**

Steward Health Care System LLC

By: \_\_\_\_\_  
Name: Joseph C. Maher, Jr., Esq.  
Title: Secretary

**SCHEDULE A**

<b>Trademark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>	<b>Owner</b>
WUESTHOFF HEALTH SYSTEM	78499587 (October 14, 2004)	3078850 (April 11, 2006)	HMA Cat, LLC (Texas Limited Liability Company) Franklin, Tennessee
WUESTHOFF HEALTH SYSTEM and Design 	78499592 (October 14, 2004)	3078851 (April 11, 2006)	HMA CAT, LLC (Texas Limited Liability Company) Franklin, Tennessee
TMH	75247876 (February 25, 1997)	2194834 (October 13, 1998)	Youngstown Ohio Hospital Company, LLC (Delaware Limited Liability Company) Franklin, Tennessee
Design Only 	74100102 (September 25, 1990)	1662085 (October 22, 1991)	Youngstown Ohio Hospital Company, LLC (Delaware Limited Liability Company) Franklin, Tennessee

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