

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447358

<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>
Saint Luke's Health System, Inc.		10/12/2017	Non-Profit Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beaumont Health		
<b>Street Address:</b>	2000 Town Center, Suite 1200		
<b>City:</b>	Southfield		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48075		
<b>Entity Type:</b>	Non-Profit Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4210751	NEVER SETTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2486410270		
<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>Email:</b>	agrubb@hdp.com		
<b>Correspondent Name:</b>	Lisabeth H. Coakley		
<b>Address Line 1:</b>	5445 Corporate Drive, Suite 200		
<b>Address Line 4:</b>	Troy, MICHIGAN 48098		
<b>NAME OF SUBMITTER:</b>	Lisabeth H. Coakley		
<b>SIGNATURE:</b>	/Lisabeth H. Coakley/		
<b>DATE SIGNED:</b>	10/16/2017		
<b>Total Attachments: 2</b>			
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CH \$40.00 4210751

**ASSIGNMENT NUNC PRO TUNC**

WHEREAS, Saint Luke's Health System, Inc., a non-profit Kansas Corporation (hereinafter "ASSIGNOR") is the owner of the trademark and trademark registration more specifically identified below (hereinafter "the Mark").


WHEREAS, Beaumont Health, a non-profit Michigan Corporation (hereinafter "ASSIGNEE") is desirous of acquiring all rights in and to said trademark and the trademark registration and goodwill associated therewith nunc pro tunc.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to be paid by ASSIGNEE to ASSIGNOR the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign, convey and transfer to ASSIGNEE, *nunc pro tunc*, all right, title and interest in and to the trademark NEVER SETTLE and all common law rights associated therewith along with the federal trademark Certificate of Registration for the trademark NEVER SETTLE, Registration No. 4,210,751, a copy of which is attached hereto. ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages occurring from past infringing uses of the Mark.

ASSIGNOR agrees that upon request by ASSIGNEE, ASSIGNOR shall execute all paper, make all rightful oaths, testify on behalf of ASSIGNEE and do all other lawful acts necessary to carry out the intent of this Assignment as well as provide such other material, information, or assistance as ASSIGNEE may consider necessary.

IN WITNESS WHEREOF, this Assignment has been executed as of the 12 day of October, 2017.

ASSIGNOR  
SAINT LUKE'S HEALTH SYSTEM, INC.

Signature:   
Printed Name: Rebecca Sester  
Title: VP Marketing & Communications

**United States of America**  
United States Patent and Trademark Office

**NEVER SETTLE**

**Reg. No. 4,210,751**

**Registered Sep. 18, 2012**

**Int. Cl.: 44**

**SERVICE MARK**

**PRINCIPAL REGISTER**

SAINT LUKE'S HEALTH SYSTEM, INC (KANSAS NON-PROFIT CORPORATION)  
10920 ELM AVENUE  
KANSAS CITY, MO 64134

FOR: HOSPITALS; MEDICAL SERVICES; HEALTHCARE SERVICES, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 1-0-2011; IN COMMERCE 1-0-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-303,697, FILED 12-22-2010.

DAVID ELTON, EXAMINING ATTORNEY



*David J. Kyjas*

Attorney of the United States Patent and Trademark Office