

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458529

<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>
Tenet HealthSystem St. Christopher's Hospital for Children, L.L.C.		01/11/2018	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	St. Christopher's Healthcare, LLC		
<b>Street Address:</b>	160 E. Erie Avenue		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19134		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3098118	ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026288844		
<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>	202-624-2500		
<b>Email:</b>	afield@crowell.com		
<b>Correspondent Name:</b>	CROWELL & MORING LLP		
<b>Address Line 1:</b>	P.O. BOX 14300		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20044-4300		
<b>ATTORNEY DOCKET NUMBER:</b>	113903.0000002		
<b>NAME OF SUBMITTER:</b>	Alison J. Field		
<b>SIGNATURE:</b>	/Alison J. Field/		
<b>DATE SIGNED:</b>	01/18/2018		
<b>Total Attachments: 9</b>			
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## ASSIGNMENT OF INTANGIBLE PROPERTY

**THIS ASSIGNMENT OF INTANGIBLE PROPERTY** (this “**Assignment**”) is made and delivered as of this 11th day of January, 2018 (the “**Effective Date**”) by Tenet Business Services Corporation, a Texas corporation (“**TBS**”), and the other parties described as Sellers on the signature pages hereto (each a “**Seller**” and, collectively, “**Sellers**”) for the benefit of the parties described as Purchasers on the signature pages hereto (each a “**Purchaser**” and, collectively, “**Purchasers**”). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Asset Sale Agreement (as defined below).

### RECITALS

WHEREAS, Sellers and Purchasers are parties to that certain Asset Sale Agreement dated as of August 31, 2017 (as at any time amended, modified or restated, the “**Asset Sale Agreement**”); and

WHEREAS, pursuant to the Asset Sale Agreement, Sellers have agreed to transfer, the names, symbols and domain names exclusively used or held for use in connection with the operation of the Healthcare Businesses (collectively, the “**Transferred Intellectual Property**”), including the names of the Healthcare Businesses set forth on Schedule A hereto, which is an identical copy of Schedule 1.6(n) of the Asset Sale Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the Asset Sale Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party hereto hereby agrees as follows:

1. Sellers hereby irrevocably assign, transfer, convey and deliver to Purchasers: (i) all of Sellers’ right, title, and interest in and to the Transferred Intellectual Property; (ii) all claims, causes of action, choses in action, rights of recovery, rights of set off and rights of recoupment of Sellers against third parties related to or associated with the Transferred Intellectual Property; (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Transferred Intellectual Property, for Purchasers’ own use and enjoyment and for the use and enjoyment of Purchasers’ successors, assigns, or other legal representatives; and (iv) all guaranties, warranties, indemnities and similar rights in favor of Sellers to the extent related to the Transferred Intellectual Property.

2. Sellers agree not to use (and to terminate and discontinue all use of) the terms contained in the Transferred Intellectual Property and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Sellers.

3. Each Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Librarian of Congress, and any other official throughout the world whose duty is to register and record ownership in patents, copyrights, trademark registrations and

applications for patents and registration of copyrights and trademarks, to record the applicable Purchaser as set forth on Schedule B hereto as the assignee and owner of any and all of such Seller's rights in the Intangibles.

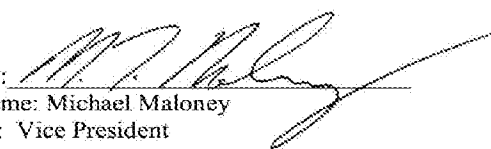
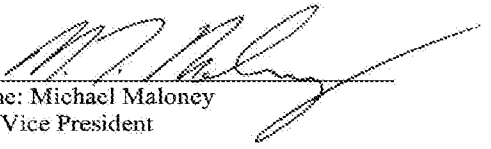
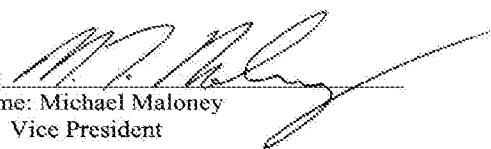
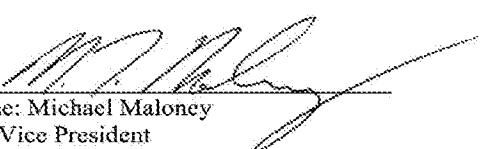
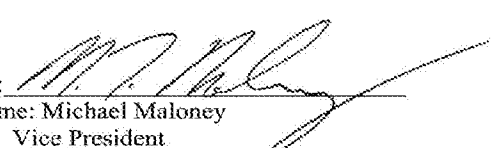
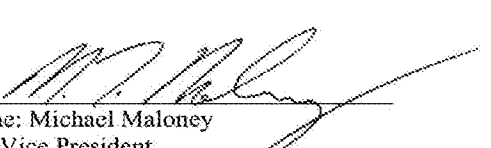
4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

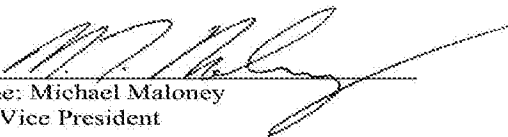
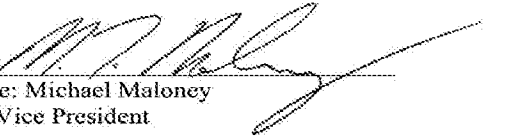
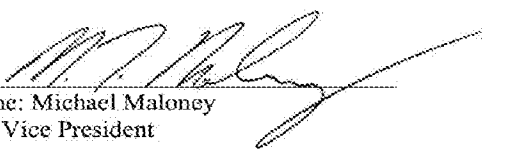
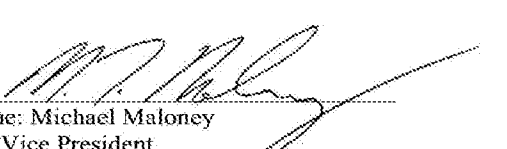
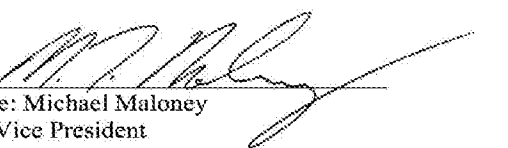
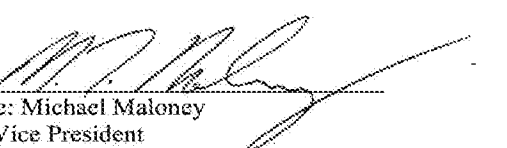
5. No provision of this Assignment is intended to confer upon any person or entity other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Delaware.

**[SIGNATURE PAGE FOLLOWS]**

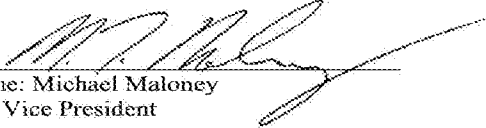
IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this ASSIGNMENT OF INTANGIBLE PROPERTY to be effective as of the date first above written.

<b>SELLERS:</b>	
<p><b>TENET HEALTHSYSTEM HAHNEMANN, L.L.C.</b></p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>	<p><b>TPS OF PA, L.L.C.</b></p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>
<p><b>TPS II OF PA, L.L.C.</b></p> <p>By: TPS of PA, L.L.C., its managing member</p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>	<p><b>TPS III OF PA, L.L.C.</b></p> <p>By: TPS of PA, L.L.C., its managing member</p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>
<p><b>TPS IV OF PA, L.L.C.</b></p> <p>By: TPS of PA, L.L.C., its managing member</p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>	<p><b>TENET HEALTHSYSTEM ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN, L.L.C.</b></p> <p>By: Tenet HealthSystem of Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>

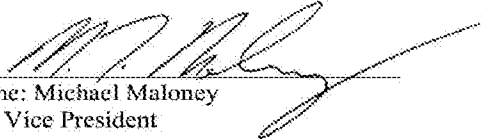
<p><b>TPS V OF PA, L.L.C.</b></p> <p>By: TPS of PA, L.L.C., its managing member</p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>	<p><b>SCHC PEDIATRIC ANESTHESIA ASSOCIATES, L.L.C.</b></p> <p>By: Tenet HealthSystem St. Christopher's Hospital for Children, L.L.C., its managing member</p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>
<p><b>SCHC PEDIATRIC ASSOCIATES, L.L.C.</b></p> <p>By: Tenet HealthSystem St. Christopher's Hospital for Children, L.L.C., its managing member</p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>	<p><b>STCHRIS CARE AT NORTHEAST PEDIATRICS, L.L.C.</b></p> <p>By: Tenet HealthSystem St. Christopher's Hospital for Children, L.L.C., its managing member</p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>
<p><b>ST. CHRISTOPHER'S PEDIATRIC URGENT CARE CENTER, L.L.C.</b></p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>	<p><b>HPS OF PA, L.L.C.</b></p> <p>By: Tenet HealthSystem Philadelphia, Inc., its managing member</p> <p>By:   Name: Michael Maloney  Its: Vice President</p>




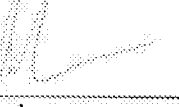


**PHYSICIAN PERFORMANCE  
NETWORK OF PHILADELPHIA, L.L.C.**

By: Tenet HealthSystem Hahnemann, L.L.C.,  
its managing member

By:   
Name: Michael Maloney  
Its: Vice President

**SELLER'S REPRESENTATIVE:  
TENET BUSINESS SERVICES  
CORPORATION**


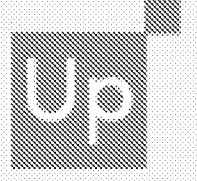
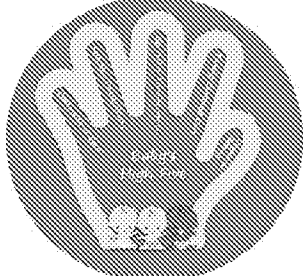



By:   
Name: Michael Maloney  
Its: Vice President







<p><b>PURCHASERS:</b></p> <p><b>ST. CHRISTOPHER'S HEALTHCARE, LLC</b></p> <p>By: </p> <p>Name: Joel Freedman Title: Chief Executive Officer and President</p>	<p><b>CENTER CITY HEALTHCARE, LLC</b></p> <p>By: </p> <p>Name: Joel Freedman Title: Chief Executive Officer and President</p>
<p><b>PHILADELPHIA ACADEMIC MEDICAL ASSOCIATES, LLC</b></p> <p>By: </p> <p>Name: Joel Freedman Title: Chief Executive Officer and President</p>	<p><b>PHILADELPHIA ACADEMIC HEALTH SYSTEM, LLC</b></p> <p>By: </p> <p>Name: Joel Freedman Title: Chief Executive Officer and President</p>
<p><b>PHYSICIANS CLINICAL NETWORK, LLC</b></p> <p>By: </p> <p>Name: Joel Freedman Title: Chief Executive Officer and President</p>	<p><b>PHILADELPHIA ACADEMIC HEALTH HOLDINGS, LLC, solely in its capacity as Purchaser's Representative</b></p> <p>By: </p> <p>Name: Joel Freedman Title: Chief Executive Officer and President</p>



**SCHEDULE A**

**Transferred Intellectual Property**

<b>Registered Marks</b>	
<p>ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN &amp; Design                      Federal Registration No. 3098118                      Owner: Tenet HealthSystem St. Christopher's Hospital for Children, LLC</p>	 <p><b>St. Christopher's Hospital for Children</b></p>
<b>Unregistered Marks</b>	
<p>UP campaign at St. Christopher</p>	
<p>Baby's High Five</p>	
<p>SCHC Emergency Department (design for uniform shirts)</p>	
<p>140<sup>th</sup> Anniversary of St. Christopher's Hospital for Children</p>	
	 <p><b>St. Chris Care at Yardley Pediatrics</b>                      affiliated with St. Christopher's Hospital for Children</p>

	 <b>St. Chris Specialty Pediatrics at Washington Township</b> <i>affiliated with St. Christopher's Hospital for Children</i>
	 <b>St. Chris Care at Northeast Pediatrics</b> <i>affiliated with St. Christopher's Hospital for Children</i>
	 <b>St. Chris Specialty Pediatrics at Bucks County</b> <i>affiliated with St. Christopher's Hospital for Children</i>
	 <b>St. Chris Specialty Pediatrics at Abington</b> <i>affiliated with St. Christopher's Hospital for Children</i>
	 <b>St. Christopher's Pediatric Associates</b>
Center for the Urban Child at St. Christopher's	
St. Chris Sports - Therapy for the Young Athlete	
Expert Pediatric Care Right in your Neighborhood	
Access to Experienced St. Christopher's Physicians and Team	
A Family-Centered Approach to Pediatric Care for Children Ages Infant to 21	
Expert surgical care in the Heart of Philadelphia and the suburbs	
Care for children with complex surgical needs	
Quality and compassionate care	
Our Surgeons are partners you can trust with your child's medical care	
Expert, Compassionate Care in Your Neighborhood	
Patient-Centered, Family Approach	
New Firsts...New St. Chris	
Access to Exceptional Care From Leading Pediatric Specialists	
Hahnemann University Hospital	

**SCHEDULE B**

<b><u>Assignor Seller</u></b>	<b><u>Assignee Purchaser</u></b>
Tenet HealthSystem Hahnemann, L.L.C.	Center City Healthcare, LLC
Tenet HealthSystem St. Christopher's Hospital for Children, L.L.C.	St. Christopher's Healthcare, LLC
TPS of PA, L.L.C.	N/A [Intangibles will remain with TPS of PA, L.L.C. at Closing]
TPS II of PA, L.L.C.	N/A [Intangibles will remain with TPS II of PA, L.L.C. at Closing]
TPS III of PA, L.L.C.	N/A [Intangibles will remain with TPS III of PA, L.L.C. at Closing]
TPS IV of PA, L.L.C.	N/A [Intangibles will remain with TPS IV of PA, L.L.C. at Closing]
TPS V of PA, L.L.C.	N/A [Intangibles will remain with TPS V of PA, L.L.C. at Closing]
SCHC Pediatric Anesthesia Associates, L.L.C.	N/A [Intangibles will remain with SCHC Pediatric Anesthesia Associates, L.L.C. at Closing]
SCHC Pediatric Associates, L.L.C.	N/A [Intangibles will remain with SCHC Pediatric Associates, L.L.C. at Closing]
StChris Care at Northeast Pediatrics, L.L.C.	N/A [Intangibles will remain with StChris Care at Northeast Pediatrics, L.L.C. at Closing]
St. Christopher's Pediatric Urgent Care Center, L.L.C.	N/A [Intangibles will remain with St. Christopher's Pediatric Urgent Care Center, L.L.C. at Closing]
HPS of PA, L.L.C.	N/A [Intangibles will remain with HPS of PA, L.L.C. at Closing]
Physician Performance Network of Philadelphia, L.L.C.	N/A [Intangibles will remain with Physician Performance Network of Philadelphia, L.L.C. at Closing]