

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463876

<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>
EAST TEXAS MEDICAL CENTER REGIONAL HEALTHCARE SYSTEM		03/01/2018	Non-Profit Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AHS EAST TEXAS HEALTH SYSTEM, LLC		
<b>Street Address:</b>	1 Burton Hills Blvd #250		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37215		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3221822	FIRST IN EAST TEXAS, SECOND TO NONE.	
<b>Registration Number:</b>	3257770	ETMC	
<b>Registration Number:</b>	5275498	WE CARE FOR EAST TEXAS	
<b>Serial Number:</b>	78727719	ONE WITH EAST TEXAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	615.252.2358		
<b>Email:</b>	kosborne@bradley.com		
<b>Correspondent Name:</b>	Bradley Arant Boult Cummings LLP		
<b>Address Line 1:</b>	1600 Division Street, Suite 700		
<b>Address Line 2:</b>	Attn: Keaton Osborne		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37203		
<b>ATTORNEY DOCKET NUMBER:</b>	104598301008		
<b>NAME OF SUBMITTER:</b>	Keaton Osborne		
<b>SIGNATURE:</b>	/keaton osborne/		
<b>DATE SIGNED:</b>	03/01/2018		

OP \$115.00 3221822

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 1, 2018, by EAST TEXAS MEDICAL CENTER REGIONAL HEALTHCARE SYSTEM, a Texas nonprofit corporation ("Assignor") in favor of AHS EAST TEXAS HEALTH SYSTEM, LLC, a Texas limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks listed on Exhibit A hereto, including any common law trademark rights therefor (collectively, the "Marks");

WHEREAS pursuant to that certain Purchase Agreement dated February 28, 2018 (the "Purchase Agreement"), by and among Assignor and its Affiliates and Assignee and its Affiliates, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, the Marks, and has agreed to execute and deliver this Assignment for documentation purposes, including for recording with the United States Patent and Trademark Office;

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants herein contained on the part of each of the parties hereto, to be kept and observed, the undersigned parties hereto agree as follows:

1. Capitalized Terms. All capitalized terms used and not otherwise defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
  
2. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of, and symbolized thereby, including, but not limited to:
  - (a) all rights of any kind whatsoever of Assignor in and to the Marks, along with any and all rights accruing under any applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any necessary and proper documents, and the delivery of any files, registrations, or other similar items that are in the possession of Assignor, to facilitate the transfer and recordation of the Marks into the name of Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. The laws of the State of Texas, without giving effect to principles of conflicts of laws, govern all matters arising under this Assignment.

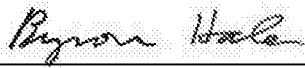
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature on next page]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

**ASSIGNOR:**

EAST TEXAS MEDICAL CENTER REGIONAL  
HEALTHCARE SYSTEM

By: 

Name: Byron Hale

Title: Sr. Vice President & Chief Financial Officer

**ASSIGNEE:**

AHS EAST TEXAS HEALTH SYSTEM, LLC

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

Name: Stephen C. Petrovich

Title: Executive Vice President & General Counsel

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

**ASSIGNOR:**

EAST TEXAS MEDICAL CENTER REGIONAL  
HEALTHCARE SYSTEM

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

Title: \_\_\_\_\_

**ASSIGNEE:**

AHS EAST TEXAS HEALTH SYSTEM, LLC

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

Title: Stephen C. Petrovich

Executive VP, General Counsel  
& Corporate Secretary

[Signature Page to Trademark Assignment]

EXHIBIT A  
ASSIGNED TRADEMARK REGISTRATIONS

<b>MARK</b>	<b>REG. NO.</b>	<b>SER. NO.</b>
FIRST IN EAST TEXAS, SECOND TO NONE.	3,221,822	78-743,518
ETMC	3,257,770	78-656,261
WE CARE FOR EAST TEXAS	5,275,498	87-295,098
ONE WITH EAST TEXAS	NONE	78-727,719