

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Ear, Nose & Throat Specialists, S.C.		03/19/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Adventist Health System Sunbelt Healthcare Corporation		
Street Address:	900 Hope Way		
City:	Almonte Springs		
State/Country:	FLORIDA		
Postal Code:	32714		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3063308	ADVENT	
Serial Number:	87738382	ADVENT	
Registration Number:	3153760	ADVE·N·T ADVANCED EAR, NOSE & THROAT SPE	
Registration Number:	5058409	ADVENT COSMETIC SURGERY CENTER	
Registration Number:	5058407	ADVE · N · T HEARING CENTER	
Registration Number:	5058408	ADVENT SINUS & ALLERGY CENTER	
CORRESPONDENCE DATA			
Fax Number:	8169600041		
<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:	(816) 960-0090		
Email:	trademarks.stanley@kutakrock.com		
Correspondent Name:	Kutak Rock LLP		
Address Line 1:	Bryan P. Stanley		
Address Line 2:	2300 Main Street, Suite 800		
Address Line 4:	Kansas City, MISSOURI 64108		
NAME OF SUBMITTER:	Bryan P. Stanley		
SIGNATURE:	/Bryan P. Stanley/		
DATE SIGNED:	03/21/2018		

OP \$165.00 3063308

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of March 19, 2018 (the "Effective Date") between Advanced Ear, Nose & Throat Specialists, S.C., a Wisconsin corporation ("Assignor"), and Adventist Health System Sunbelt Healthcare Corporation, a Florida corporation ("Assignee"). All capitalized terms not defined herein shall have the meaning assigned to such terms in the APA (as defined below). Assignor and Assignee are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 19, 2018 (the "APA"); and

WHEREAS, pursuant to the APA, Assignor and Assignee desire for Assignor to assign and transfer the Marks (as defined below) together with the goodwill associated with the Marks to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Trademark Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Trademark Assignment. Pursuant to and subject to the terms and conditions of this Trademark Assignment, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the marks listed in Exhibit A, including the federal trademark registrations and applications and common law rights therefor, as well as Assignor's trade name rights in the name "Advent" and any colorable derivative thereof (collectively, the "Marks") together with all of the goodwill of Assignor's business connected with it as it pertains to the use of and is symbolized by the Marks, and any and all claims for damages by reason of past and future infringement of the Marks, whether known or unknown, together with the rights to sue and collect damages therefor. Assignor also hereby assigns and transfers to Assignee and its representatives, successors and assigns Assignor's entire rights, title and interest in and to any and all U.S. or foreign applications arising out of the Marks, including all rights under any and all international conventions and treaties respecting the Marks in foreign countries. Assignor further authorizes Assignee to apply for protection of the Marks in the U.S. or in foreign countries directly in Assignee's own name, and to claim priority of the Marks.

2. Representations and Warranties of the Parties. Each Party hereby warrants that (a) it has full power and authority to enter into and perform its obligations under this Trademark Assignment in accordance with its terms, and (b) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Trademark Assignment.

3. Further Assurances. Each Party shall, without additional consideration, take such further actions and execute promptly such further documents as are reasonably requested by the other Party to effect and record the assignment and transfer of the Marks.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, if necessary, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this Trademark Assignment.

5. Governing Law; Venue. This Trademark Assignment shall be governed by and constructed in accordance with the laws of the State of Florida. Any dispute arising under or in connection with this Trademark Assignment shall be resolved in the federal or state courts in and for the county in which the party not bringing the dispute is located, without regards to conflict of law principles, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

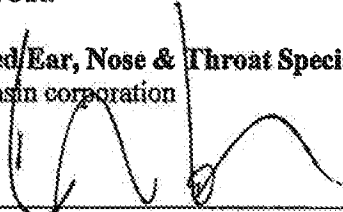
6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature. An electronic or facsimile signature by any person on a counterpart of this Trademark Assignment shall be binding and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment has been executed as of the day and year first written above.

ASSIGNOR:

Advanced Ear, Nose & Throat Specialists, S.C.,
a Wisconsin corporation

By: 
Name: Madan N. Kandula, M.D.
Title: Founder and President

ASSIGNEE:

Adventist Health System Sunbelt Healthcare
Corporation,
a Florida corporation

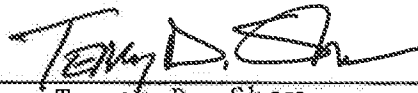




By: 
Name: Terry D. Shaw
Title: President/CEO

Exhibit A

Trademarks

U.S. Federal Trademark	Ser./Reg. No.	Filing Date/Registration Date	Full Goods/Services
ADVENT	3063308	February 28, 2006	(Int'l Class: 44) Physician and medical services specializing in the treatment of eye, ear, nose and throat conditions and illnesses; medical testing and diagnostic services relating to the eye, ear, nose or throat; audiology services
ADVENT	87738382	December 29, 2017	(Int'l Class: 44) Healthcare; physician and medical services specializing in the treatment of sinus, ear, nose and throat conditions and illnesses, asthma, sleep apnea, snoring, allergies, and breathing conditions; medical testing and diagnostic services relating to sinuses, ear, nose and throat; medical screening services in the field of asthma, sleep apnea, snoring, and allergies; conducting sleep studies for medical diagnostic or treatment purposes; healthcare services, namely, treatment of patients with snoring and sleep apnea disorders; audiology services; physician and medical services specializing in cosmetic treatments and procedures; cosmetic and plastic surgery
ADVENT ADVANCED EAR, NOSE & THROAT SPECIALISTS S.C. and Design 	3153760	October 10, 2006	(Int'l Class: 44) Physician and medical services specializing in the treatment of eye, ear, nose and throat conditions and illnesses; medical testing and diagnostic services relating to the eye, ear, nose or throat; audiology services
ADVENT COSMETIC SURGERY CENTER and Design 	5058409	October 11, 2016	(Int'l Class: 44) Physician and medical services specializing in cosmetic treatments and procedures; cosmetic surgery
ADVENT HEARING CENTER and Design 	5058407	October 11, 2016	(Int'l Class: 44) Physician and medical services specializing in the treatment of ear, nose and throat conditions and illnesses; medical testing and diagnostic services relating to the ear, nose or throat; audiology services
ADVENT SINUS & ALLERGY CENTER and Design 	5058408	October 11, 2016	(Int'l Class: 44) Physician and medical services specializing in the treatment of ear, nose and throat conditions and illnesses; medical testing and diagnostic services relating to the ear, nose and throat; audiology services
ADVENT SNORING CENTER	Common law	[Buyer to insert date of first use in commerce]	(Int'l Class: 44) Physician and medical services specializing in the treatment of ear, nose and throat conditions and illnesses; medical testing and diagnostic services relating to the ear, nose and throat; audiology services

U.S. Federal Trademark	Ser./Reg. No.	Filing Date/Registration Date	Full Goods/Services
"Advent"	Common Law Trade Name	First use February 22, 2005	Trade name rights acquired by Assignor through use of "Advent" in connection with physician and medical services specializing in the treatment of eye, ear, nose and throat conditions and illnesses; medical testing and diagnostic services relating to the eye, ear, nose or throat; audiology services; Physician and medical services specializing in cosmetic treatments and procedures; cosmetic surgery; healthcare; physician and medical services specializing in the treatment of sinus, ear, nose and throat conditions and illnesses, asthma, sleep apnea, snoring, allergies, and breathing conditions; medical testing and diagnostic services relating to sinuses, ear, nose and throat; medical screening services in the field of asthma, sleep apnea, snoring, and allergies; conducting sleep studies for medical diagnostic or treatment purposes; healthcare services, namely, treatment of patients with snoring and sleep apnea disorders; and all administrative and other services associated with any such trade name

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