

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Memorial Health University Medical Center, Inc.		01/31/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Savannah Health Services, LLC		
Street Address:	One Park Plaza		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2794456		
Registration Number:	4790673		
Registration Number:	2794457		
Registration Number:	2819227	MEMORIAL HEALTH	
Registration Number:	2873512	MEMORIAL HEALTH UNIVERSITY MEDICAL CENTE	
Registration Number:	2894365	THE REHABILITATION INSTITUTE AT MEMORIAL	
Registration Number:	3122317		
Registration Number:	2883661	THE HEART + VASCULAR INSTITUTE	
Registration Number:	3957644	MORE OF WHAT MATTERS	
Registration Number:	2810180	MEMORIAL HEALTH	
Serial Number:	85184327	CHILDREN'S HOSPITAL OF SAVANNAH	
Registration Number:	2927235		
Registration Number:	2870986		
Registration Number:	2794482	FEEL BETTER	
CORRESPONDENCE DATA			
Fax Number:	4045413372		
<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>			

OP \$365.00 2794456

Phone: 4048156500
Email: tadmin@kilpatricktownsend.com, brook@ktslaw.com
Correspondent Name: Christine P. James
Address Line 1: Kilpatrick Townsend & Stockton LLP
Address Line 2: 1100 Peachtree Street, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Beth Rook

SIGNATURE: /Beth Rook/

DATE SIGNED: 02/13/2018

Total Attachments: 12

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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT (this "Assignment") is made, entered into and effective as of January 31, 2018, by and between the entities listed as Assignors on the signature pages hereto (each an "Assignor" and collectively, the "Assignors") and Savannah Health Services, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated January 31, 2018, by and among Assignors, Assignee, among others (the "Purchase Agreement").

RECITALS:

WHEREAS, Assignors have adopted and used and are the owners of certain Trademarks, including those set forth on Schedule 1 hereto;

WHEREAS, Assignors are the owners of certain Copyrights;

WHEREAS, by virtue of the Purchase Agreement, Assignors are interested in assigning to the Assignee all of Assignors' right, title, and interest in and to those Trademarks constituting Transferred Intellectual Property, including those set forth on Schedule 1 hereto, together with any Trademarks constituting Transferred Intellectual Property and not listed on Schedule 1 hereto or assigned to an Affiliate of Assignee by an Affiliate of Assignors, including the goodwill associated therewith (collectively, the "Assigned Trademarks");

WHEREAS, by virtue of the Purchase Agreement, Assignors are interested in assigning to the Assignee all of Assignors' right, title, and interest in and to those Copyrights constituting Transferred Intellectual Property (collectively, the "Assigned Copyrights"); and

WHEREAS, by virtue of the Purchase Agreement, Assignee is interested in acquiring all right, title, and interest in and to the Assigned Trademarks and Assigned Copyrights.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Trademark Assignment**. Assignors hereby irrevocably convey, transfer and assign to the Assignee, and the Assignee hereby accepts, any and all right, title and interest of Assignors in and to the Assigned Trademarks, including the goodwill associated therewith and the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

2. **Copyright Assignment**. Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, any and all right, title, and interest of Assignors in and to the Assigned Copyrights, including but not limited to the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for all causes of action arising out of or related to the rights in and to the Assigned Copyrights, whether arising in the past, present, or future.

3. **Assignors' Warranties**. Assignors' representations and warranties respecting the Assigned Copyrights and Assigned Trademarks which are set forth in the Purchase Agreement (and each of the limitations with respect thereto) are incorporated herein by reference and shall survive the execution and delivery of this Assignment for the period of time set forth in the Purchase Agreement; and Assignors make no other representations or warranties, express or implied whatsoever. Nothing set forth herein is intended to expand, limit or otherwise modify the rights of the parties as set forth in the Purchase Agreement. In the event of any inconsistencies

between the terms of this Assignment and the terms of the Purchase Agreement, the parties agree that the terms of the Purchase Agreement shall control.

4. **Recordal and Perfection**. Assignee shall have the right, at Assignee's sole cost and expense, to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks and Assigned Copyrights. Assignors further hereby agree to execute and deliver to Assignee, its successors and assigns, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Trademarks and Assigned Copyrights.

5. **Entire Agreement**. This Assignment, together with the Purchase Agreement (including the other schedules, exhibits and deliverables under the Purchase Agreement) and the other Transaction Documents, contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

6. **Governing Law**. This Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the Laws of the State of Delaware applicable to agreements made and fully performed within the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

7. **Counterparts**. This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

8. **Language**. In the event of any conflict between the English language version of this Assignment and any translation hereof, the English language version shall prevail.

9. **Conflicts Between Agreements**. This Assignment is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

(Signatures begin on following page)


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNORS:


MEMORIAL HEALTH, INC.

By: 
Name: Kamy Watson
Title: President


**MEMORIAL HEALTH UNIVERSITY
PHYSICIANS, LLC**

By: 
Name: Kamy Watson
Title: Chief Executive Officer

**MEMORIAL CARDIOVASCULAR
CONSULTANTS, LLC**

By: 
Name: Kamy Watson
Title: President

**MEMORIAL HEALTH UNIVERSITY
MEDICAL CENTER, INC.**

By: 
Name: Kamy Watson
Title: President

**MEMORIAL SAVANNAH CARDIOLOGY,
INC.**

By: 
Name: Kamy Watson
Title: President


PROVIDENT HEALTH SERVICES, INC.

By: 
Name: Kamy Watson
Title: President


[Signature Pages to Trademark and Copyright Assignment Agreement]

ASSIGNORS (continued):


MEMORIAL PHYSICIANS GROUP, INC.

By: 
Name: Nancy Wasson
Title: Chief Executive Officer

MPPG, INC.

By: 
Name: Nancy Wasson
Title: Chief Executive Officer

MEMORIAL HEALTH PARTNERS, INC.

By: 
Name: Nancy Wasson
Title: President


SAVANNAH MIDTOWN PROPERTIES, INC.

By: 
Name: Nancy Wasson
Title: President

MEMORIAL HEALTH ANESTHETISTS, INC.

By: 
Name: Nancy Wasson
Title: President

MEMORIAL HEALTH CORPORATE SERVICES, INC.

By: 
Name: Nancy Wasson
Title: President

CHATHAM COUNTY HOSPITAL AUTHORITY

By: _____
Name: _____
Title: _____

ASSIGNORS (continued):

MEMORIAL PHYSICIANS GROUP, INC.

By: _____
Name: _____
Title: _____

MPPG, INC.

By: _____
Name: _____
Title: _____

MEMORIAL HEALTH PARTNERS, INC.

By: _____
Name: _____
Title: _____

SAVANNAH MIDTOWN PROPERTIES, INC.

By: _____
Name: _____
Title: _____

MEMORIAL HEALTH ANESTHETISTS, INC.

By: _____
Name: _____
Title: _____

MEMORIAL HEALTH CORPORATE SERVICES, INC.

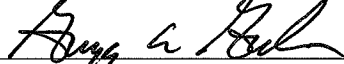
By: _____
Name: _____
Title: _____

CHATHAM COUNTY HOSPITAL AUTHORITY

By: Francis R. Remington, Jr. M.D.
Name: _____
Title: _____

ASSIGNEE:

SAVANNAH HEALTH SERVICES, LLC

By: 
Name: Gregg A. Gerken
Title: Vice President





[Signature Pages to Trademark and Copyright Assignment Agreement]

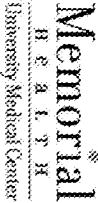


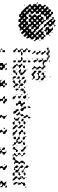
TRADEMARK
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SCHEDULE 1

TRADEMARKS

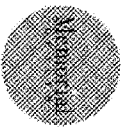
Active Trademark Registrations and Applications


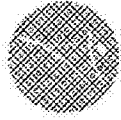
Trademark Name	Owner	Jurisdiction	Application Number	Registration Number	Filing Date	Registration date	Any payments or filings due within 180 days
 (Design Only)	Memorial Health University Medical Center, Inc.	Federal	76489272	2794456	2/11/2003	12/16/2003	None
 (Design Only)	Memorial Health University Medical Center, Inc.	Federal	86548018	4790673	2/27/2015	8/11/2015	None
 (Design Only)	Memorial Health University Medical Center, Inc.	Federal	76489273	2794457	2/11/2003	12/16/2003	None
	Memorial Health University Medical Center, Inc.	Federal	76489215	2819227	2/11/2003	12/9/2003	None

 <p>MEMORIAL HEALTH UNIVERSITY MEDICAL CENTER</p>	<p>Memorial Health University Medical Center, Inc.</p>	<p>Federal</p>	<p>76489218</p>	<p>2873512</p>	<p>2/11/2003</p>	<p>8/17/2004</p>	<p>None</p>
 <p>THE REHABILITATION INSTITUTE AT MEMORIAL HEALTH UNIVERSITY MEDICAL CENTER</p>	<p>Memorial Health University Medical Center, Inc.</p>	<p>Federal</p>	<p>76490606</p>	<p>2894365</p>	<p>2/19/2003</p>	<p>10/19/2004</p>	<p>None</p>
 <p>(Design only)</p>	<p>Memorial Health University Medical Center, Inc.</p>	<p>Federal</p>	<p>76491200</p>	<p>3122317</p>	<p>2/19/2003</p>	<p>08/01/2006</p>	<p>None</p>
 <p>THE HEART + VASCULAR INSTITUTE</p>	<p>Memorial Health University Medical Center, Inc.</p>	<p>Federal</p>	<p>76489271</p>	<p>2883661</p>	<p>2/11/2003</p>	<p>9/14/2004</p>	<p>None</p>
<p>MEMORIAL SPINE</p>	<p>Memorial Health University Medical Center, Inc.</p>	<p>Georgia State Mark</p>		<p>S-25361</p>		<p>10/6/2010</p>	<p>None</p>
<p>MEMORIAL BONE AND JOINT</p>	<p>Memorial Health University Medical Center, Inc.</p>	<p>Georgia State Mark</p>		<p>S-25362</p>		<p>10/6/2010</p>	<p>None</p>

NURSEONE	Memorial Medical Center, Inc.	Georgia State Mark		S-18377		1/3/2000	None
WORKONE	Memorial Medical Center, Inc.	Georgia State Mark		S-18101		9/7/1999	None
BACKUS CHILDREN'S HOSPITAL	Memorial Health University Medical Center, Inc.	Georgia State Mark		S-18472		1/28/2000	None
GEORGE AND MARIE BACKUS CHILDREN'S HOSPITAL	Memorial Health University Medical Center, Inc.	Georgia State Mark		S-18588		3/28/2000	None
LIFESTAR	Memorial Health Transportone, Inc.	Georgia State Mark		S-18606		04/03/2000	None
URGENTONE	Memorial Health University Medical Center, Inc.	Georgia State Mark		S-18685		5/23/2000	None
MORE OF WHAT MATTERS (TO BE CANCELLED)	Memorial Health University Medical Center, Inc.	Federal	85126674	3957644	9/10/2010	5/10/2011 Active, but will be cancelled (instructed to allow to go abandoned for nomuse on 11/21/16)	None

Cancelled and Abandoned Trademark Registrations and Applications

Trademark Name	Owner	Jurisdiction	Application Number	Registration Number	Filing Date	Registration date	Any payments or filings due within 180 days
 MEMORIAL HEALTH (CANCELLED)	Memorial Health University Medical Center, Inc.	Federal	76489213	2810180	2/11/2003	2/3/2004 Inactive	None
CHILDREN'S HOSPITAL OF SAVANNAH (ABANDONED)	Memorial Health University Medical Center, Inc.	Federal	85184327		11/24/2010	Inactive	None
MEMORIAL HEALTH PARTNERS (CANCELLED)	Georgia Healthcare Partnership, Inc.	Georgia State Mark		S-21266		4/15/2004 Inactive	None
THE REHABILITATION INSTITUTE AT MEMORIAL HEALTH UNIVERSITY MEDICAL CENTER (CANCELLED)	Memorial Health University Medical Center, Inc.	Georgia State Mark		S-19936		5/24/2002 Inactive	None
MEMORIAL HEALTH SYSTEM (CANCELLED)	Memorial Medical Center, Inc.	Georgia State Mark		S-16587		9/11/1997 Inactive	None

MEMORIAL HEALTH (CANCELLED)	Memorial Health, Inc.	South Carolina State Mark					7/30/2002	Inactive	None
NURSEONE	Memorial Medical Center, Inc.	South Carolina State Mark					1/13/2000	Inactive	None
 (Design Only) (CANCELLED)	Memorial Health University Medical Center, Inc.	Federal	76489214	2927235	2/11/2003	2/22/2005	Inactive	None	
 (Design Only) (CANCELLED)	Memorial Health University Medical Center, Inc.	Federal	76489274	2870986	2/11/2003	8/10/2004	Inactive	None	
FEEL BETTER (CANCELLED)	Memorial Health University Medical Center, Inc.	Federal	76491576	2794482	2/20/2003	12/16/2003	Inactive	None	
HEALTHYONE (CANCELLED)	Memorial Health University Medical Center, Inc.	Georgia State Mark		S-19903		5/6/2002	Inactive	None	
LIFESTARONE (CANCELLED)	Memorial Health Transportone, Inc.	Georgia State Mark		S-19388		6/8/2001	Inactive	None	

MEDSTAR (CANCELLED)	Memorial Health Transportone, Inc.	Georgia State Mark		S-18607		4/3/2000	None
MEDSTARONE (CANCELLED)	Memorial Health Transportone, Inc.	Georgia State Mark		S-19390		6/8/2001	None
MEMORIAL HEALTH PHO (CANCELLED)	Memorial Health, Inc.	Georgia State Mark		S-21095		2/17/2004	None
PROCARE (CANCELLED)	Memorial Prohealth Inc.	Georgia State Mark		S-17452		11/12/1998	None
PROHEALTH (CANCELLED)	Memorial Prohealth Inc.	Georgia State Mark		S-17227		6/17/1998	None
PROMED (CANCELLED)	Georgia Healthcare Partnership, Inc.	Georgia State Mark		S-17203		6/17/1998	None
TRANSPORTONE (CANCELLED)	Memorial Health Transportone, Inc.	Georgia State Mark		S-19389		6/8/2001	None
WORKONE (CANCELLED)	Memorial Medical Center, Inc.	South Carolina State Mark				9/20/1999	None
MEMORIAL HEALTH PHO (CANCELLED)	Memorial Health University Medical Center, Inc.	South Carolina State Mark				2/26/2004	None
						Inactive	
						Inactive	