

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505158

|  |  |  |                            |
|--|--|--|----------------------------|
| <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>         |
| North Cypress Medical Center Operating Company, Ltd. |  | 08/31/2018                               | Limited Partnership: TEXAS |
| <b>RECEIVING PARTY DATA</b>                          |  |  |                            |
| <b>Name:</b>   | C/HCA, Inc.  |  |                            |
| <b>Street Address:</b>                               | One Park Plaza                                     |  |                            |
| <b>City:</b>   | Nashville  |  |                            |
| <b>State/Country:</b>                                | TENNESSEE  |  |                            |
| <b>Postal Code:</b>                                  | 37203  |  |                            |
| <b>Entity Type:</b>                                  | Corporation: DELAWARE                              |  |                            |
| <b>PROPERTY NUMBERS Total: 19</b>                    |  |  |                            |
| <b>Property Type</b>                                 | <b>Number</b>                                      | <b>Word Mark</b>                         |                            |
| <b>Registration Number:</b>                          | 3802403  | NORTH CYPRESS CANCER CENTER              |                            |
| <b>Registration Number:</b>                          | 3802417  | NORTH CYPRESS CHILDREN'S CENTER          |                            |
| <b>Registration Number:</b>                          | 3802412  | NORTH CYPRESS COMPREHENSIVE PAIN CENTER  |                            |
| <b>Registration Number:</b>                          | 3802404  | NORTH CYPRESS DIET                       |                            |
| <b>Registration Number:</b>                          | 3802419  | NORTH CYPRESS HEART CENTER               |                            |
| <b>Registration Number:</b>                          | 3912010  | NORTH CYPRESS INFUSION CENTER            |                            |
| <b>Registration Number:</b>                          | 3802422  | NORTH CYPRESS MEDICAL CENTER             |                            |
| <b>Registration Number:</b>                          | 3802421  | NORTH CYPRESS MEDICAL CENTER CENTER ONLY |                            |
| <b>Registration Number:</b>                          | 3852498  | NORTH CYPRESS PROFESSIONAL BUILDING II   |                            |
| <b>Registration Number:</b>                          | 3895065  | NORTH CYPRESS PULMONARY REHAB CENTER     |                            |
| <b>Registration Number:</b>                          | 3802414  | NORTH CYPRESS SLEEP CENTER               |                            |
| <b>Registration Number:</b>                          | 3802423  | NORTH CYPRESS SPINE CENTER               |                            |
| <b>Registration Number:</b>                          | 3802424  | NORTH CYPRESS SPORTS MEDICINE CENTER     |                            |
| <b>Registration Number:</b>                          | 3802420  | NORTH CYPRESS TOTAL JOINT CENTER         |                            |
| <b>Registration Number:</b>                          | 3841377  | NORTH CYPRESS VILLAGE PHARMACY FOR THE P |                            |
| <b>Registration Number:</b>                          | 3841035  | NORTH CYPRESS VILLAGE PHARMACY, NORTH CY |                            |
| <b>Registration Number:</b>                          | 3802415  | NORTH CYPRESS WEIGHT LOSS CENTER         |                            |
| <b>Registration Number:</b>                          | 3802416  | NORTH CYPRESS WEIGHT LOSS CENTER SURGICA |                            |
| <b>Registration Number:</b>                          | 3802418  | NORTH CYPRESS WOMEN'S CENTER             |                            |
| <b>TRADEMARK</b>                                     |  |  |                            |

OP \$490.00 3802403

**CORRESPONDENCE DATA****Fax Number:** 5025610442*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.***Phone:** 5025841135**Email:** jray@middletonlaw.com**Correspondent Name:** Julie Gregory Ray**Address Line 1:** 401 S. Fourth Street**Address Line 2:** Suite 2600**Address Line 4:** Louisville, KENTUCKY 40202

|                           |                   |
|---------------------------|-------------------|
| <b>NAME OF SUBMITTER:</b> | Julie Gregory Ray |
|---------------------------|-------------------|

|                   |                     |
|-------------------|---------------------|
| <b>SIGNATURE:</b> | /Julie Gregory Ray/ |
|-------------------|---------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 01/09/2019 |
|---------------------|------------|

**Total Attachments: 11**

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## **TRADEMARK AND COPYRIGHT ASSIGNMENT**

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (this “**Assignment**”) is effective as of August 31, 2018, and is between North Cypress Medical Center Operating Company, Ltd, a Texas limited partnership, and North Cypress Medical Partners, Inc., a Texas non-profit corporation (collectively, “**Assignors**”) and C/HCA, Inc., a Delaware corporation (the “**Assignee**”). Each of Assignors and Assignee may be referred to in this Assignment individually as a “**Party**” and, collectively, as the “**Parties**”.

### **RECITALS**

WHEREAS, Assignors, or an affiliate of Assignors, and an affiliate of Assignee are parties to that certain Asset Purchase Agreement dated as of May 11, 2018 (the “**Purchase Agreement**”).

Capitalized terms used but not defined herein have the respective meanings for such terms as defined in the Purchase Agreement;

WHEREAS, the Assignors are the owner of certain Trademarks, including the Trademarks set forth on Schedule A hereto, together with the goodwill of the Business associated therewith;

WHEREAS, the Assignors are the owner of certain Copyrights;

WHEREAS, by virtue of the Purchase Agreement, Assignors agreed to transfer substantially all of the assets of the Business to which the Transferred Intellectual Property relates, and such Business is ongoing;

WHEREAS, by virtue of the Purchase Agreement, Assignors desires to transfer all of its right, title, and interest in and to those Trademarks constituting Transferred Intellectual Property, including those set forth on Schedule A hereto, together with any Trademarks constituting Transferred Intellectual Property not set forth on Schedule A hereto, including the goodwill associated therewith (collectively, the “**Assigned Trademarks**”);

WHEREAS, by virtue of the Purchase Agreement, Assignors desires to transfer all of its 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, the Assignee desires to acquire all right, title, and interest in and to the Assigned Trademarks and Assigned Copyrights.

NOW, THEREFORE, for the good and valuable consideration set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Trademark Assignment. The Assignors do hereby irrevocably sell, assign, transfer, convey, and deliver to the Assignee, its successors, and permitted assigns forever and

exclusively throughout the world, any and all of the Assignors' right, title and interest, in and to the Assigned Trademarks, together with the goodwill of the Business symbolized thereby or associated therewith, and together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement, misappropriation, dilution, or other violation of the Transferred Marks and all rights to apply for, revive, and maintain all registrations, renewals, and extensions thereof.

2. Copyright Assignment. The Assignors do hereby irrevocably sell, assign, transfer, convey, and deliver to the Assignee, its successors, and permitted assigns forever and exclusively throughout the world, any and all of the Assignors' right, title, and interest in and to the Assigned Copyrights, together with a right to sue for and collect on all claims for damages arising out of or related to the rights in and to the Assigned Copyrights, whether arising in the past, present, or future.

3. Reference to the Purchase Agreement. The provisions of this Assignment are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Assignment in accordance with the terms thereof. Nothing contained in this Assignment shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions, or other provisions contained in the Purchase Agreement.

4. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Assignment upon request by Assignee.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of 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.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

7. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Assignors and the Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and

signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

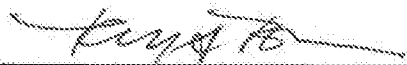
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be effective as of the Effective Time.

**ASSIGNOR:**

North Cypress Medical Center Operating  
Company, LTD

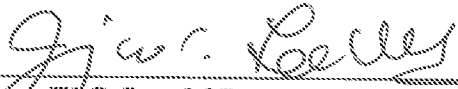
By: \_\_\_\_\_



Robert A. Behar, M.D.  
Chairman of the Board and CEO


**ASSIGNOR:**

North Cypress Medical Partners, Inc.

By:   
Jimmy W.C. Lee, M.D.  
President

ASSIGNEE:

CHCA, Inc.

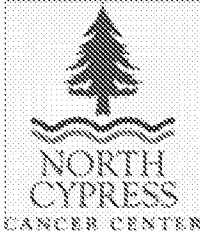
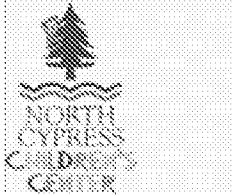
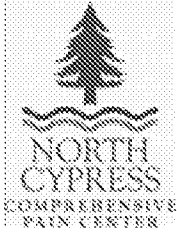
By:   
Gregg A. Gerken  
Vice President

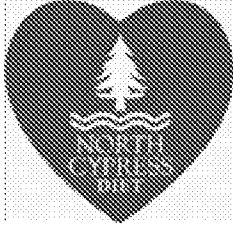
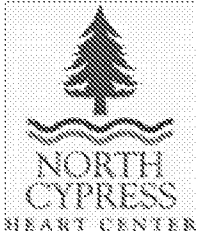
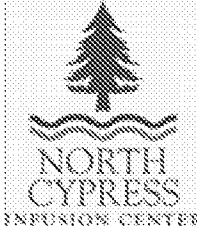
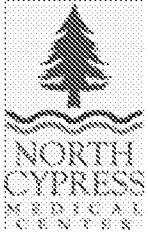
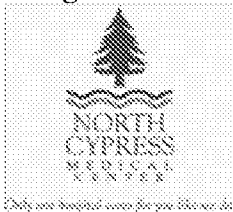


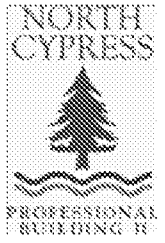
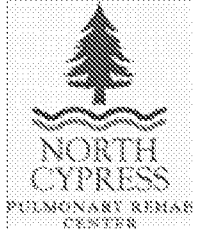
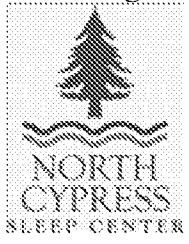
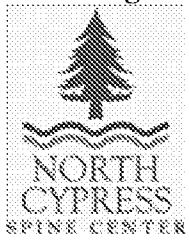
**Schedule A**

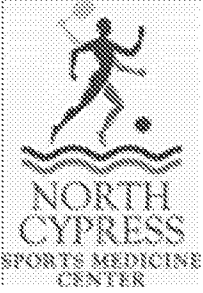
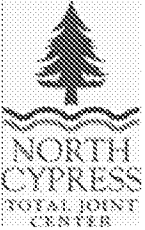

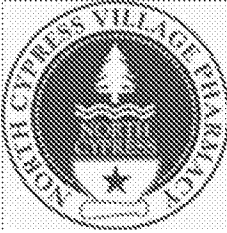
**Transferred Marks**

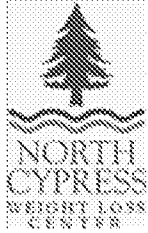
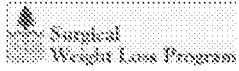
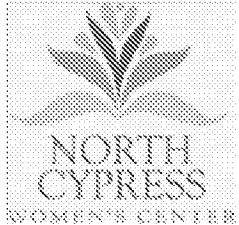
**I. U.S. Registered Trademarks:**

| <b>TRADEMARK</b>   | <b>REGISTRATION NUMBER<br/>APPLICATION SERIAL NUMBER</b>  |
|--|---|
| <p><b>NORTH CYPRESS CANCER CENTER<br/>and Design</b></p>                    | <p>REGISTRATION NO.: 3,802,403<br/>APPLICATION SERIAL NO.: 77/835,142<br/>APPLICATION DATE: September 25,<br/>2009<br/>REGISTRATION DATE: June 15, 2010</p> |
| <p><b>NORTH CYPRESS CHILDREN'S<br/>CENTER and Design</b></p>               | <p>REGISTRATION NO.: 3,802,417<br/>APPLICATION SERIAL NO.: 77/836,153<br/>APPLICATION DATE: September 25,<br/>2009<br/>REGISTRATION DATE: June 15, 2010</p> |
| <p><b>NORTH CYPRESS<br/>COMPREHENSIVE PAIN CENTER<br/>and Design</b></p>  | <p>REGISTRATION NO.: 3,802,412<br/>APPLICATION SERIAL NO.: 77/836,123<br/>APPLICATION DATE: September 28,<br/>2009<br/>REGISTRATION DATE: June 15, 2010</p> |
| <p><b>NORTH CYPRESS DIET and Design</b></p>  | <p>REGISTRATION NO.: 3,802,404<br/>APPLICATION SERIAL NO.: 77/835,173<br/>APPLICATION DATE: September 25,<br/>2009<br/>REGISTRATION DATE: June 15, 2010</p> |

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| <p><b>NORTH CYPRESS HEART CENTER and Design</b></p>   | <p>REGISTRATION NO.: 3,802,419<br/> APPLICATION SERIAL NO.: 77/836,166<br/> APPLICATION DATE: September 25, 2009<br/> REGISTRATION DATE: June 15, 2010</p>    |
| <p><b>NORTH CYPRESS INFUSION CENTER and Design</b></p>   | <p>REGISTRATION NO.: 3,912,010<br/> APPLICATION SERIAL NO.: 77/836,240<br/> APPLICATION DATE: September 25, 2009<br/> REGISTRATION DATE: January 25, 2010</p> |
| <p><b>NORTH CYPRESS MEDICAL CENTER and Design</b></p>   | <p>REGISTRATION NO.: 3,802,422<br/> APPLICATION SERIAL NO.: 77/836,184<br/> APPLICATION DATE: September 28, 2009<br/> REGISTRATION DATE: June 15, 2010</p>    |
| <p><b>NORTH CYPRESS MEDICAL CENTER ONLY ONE HOSPITAL CARES FOR YOU LIKE WE DO and Design</b></p>  | <p>REGISTRATION NO.: 3,802,421<br/> APPLICATION SERIAL NO.: 77/836,179<br/> APPLICATION DATE: September 28, 2009<br/> REGISTRATION DATE: June 15, 2010</p>    |

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| <p><b>NORTH CYPRESS PROFESSIONAL BUILDING II and Design</b></p>  | <p>REGISTRATION NO.: 3,852,498<br/> APPLICATION SERIAL NO.: 77/836,125<br/> APPLICATION DATE: September 28, 2009<br/> REGISTRATION DATE: September 28, 2010</p> |
| <p><b>NORTH CYPRESS PULMONARY REHAB CENTER and Design</b></p>    | <p>REGISTRATION NO.: 3,895,065<br/> APPLICATION SERIAL NO.: 77/836,263<br/> APPLICATION DATE: September 28, 2009<br/> REGISTRATION DATE: December 21, 2010</p>  |
| <p><b>NORTH CYPRESS SLEEP CENTER and Design</b></p>            | <p>REGISTRATION NO.: 3,802,414<br/> APPLICATION SERIAL NO.: 77/836,139<br/> APPLICATION DATE: September 28, 2009<br/> REGISTRATION DATE: June 15, 2010</p>      |
| <p><b>NORTH CYPRESS SPINE CENTER and Design</b></p>            | <p>REGISTRATION NO.: 3,802,423<br/> APPLICATION SERIAL NO.: 77/836,205<br/> APPLICATION DATE: September 28, 2009<br/> REGISTRATION DATE: June 15, 2010</p>      |

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| <p><b>NORTH CYPRESS SPORTS<br/>MEDICINE CENTER and Design</b></p>    | <p>REGISTRATION NO.: 3,802,424<br/>APPLICATION SERIAL NO.: 77/836,227<br/>APPLICATION DATE: September 28,<br/>2009<br/>REGISTRATION DATE: June 15, 2010</p> |
| <p><b>NORTH CYPRESS TOTAL JOINT<br/>CENTER and Design</b></p>    | <p>REGISTRATION NO.: 3,802,420<br/>APPLICATION SERIAL NO.: 77/836,173<br/>APPLICATION DATE: September 28,<br/>2009<br/>REGISTRATION DATE: June 15, 2010</p> |
| <p><b>NORTH CYPRESS VILLAGE<br/>PHARMACY FOR THE PATIENTS BY<br/>THE PHYSICIANS NORTH CYPRESS<br/>MEDICAL CENTER and Design</b></p>  | <p>REGISTRATION NO.: 3,841,377<br/>APPLICATION SERIAL NO.: 77/928,924<br/>APPLICATION DATE: February 5, 2010<br/>REGISTRATION DATE: August 31, 2010</p>     |
| <p><b>NORTH CYPRESS VILLAGE<br/>PHARMACY, NORTH CYPRESS and<br/>Design</b></p>   | <p>REGISTRATION NO.: 3,841,035<br/>APPLICATION SERIAL NO.: 77/922,348<br/>APPLICATION DATE: January 28, 2010<br/>REGISTRATION DATE: August 31, 2010</p>     |

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| <p><b>NORTH CYPRESS WEIGHT LOSS CENTER and Design</b></p>                               | <p>REGISTRATION NO.: 3,802,415<br/> APPLICATION SERIAL NO.: 77/836,140<br/> APPLICATION DATE: September 28, 2009<br/> REGISTRATION DATE: June 15, 2010</p> |
| <p><b>NORTH CYPRESS WEIGHT LOSS CENTER SURGICAL WEIGHT LOSS PROGRAM and Design</b></p>  | <p>REGISTRATION NO.: 3,802,416<br/> APPLICATION SERIAL NO.: 77/836,146<br/> APPLICATION DATE: September 28, 2009<br/> REGISTRATION DATE: June 15, 2010</p> |
| <p><b>NORTH CYPRESS WOMEN'S CENTER and Design</b></p>                                 | <p>REGISTRATION NO.: 3,802,418<br/> APPLICATION SERIAL NO.: 77/836,163<br/> APPLICATION DATE: September 28, 2009<br/> REGISTRATION DATE: June 15, 2010</p> |