

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Springfield Health Services, LLC		12/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	C/HCA, Inc.		
Street Address:	One Park Plaza		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3132101	NORTHCREST	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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:	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		
NAME OF SUBMITTER:	Julie Gregory Ray		
SIGNATURE:	/Julie Gregory Ray/		
DATE SIGNED:	12/21/2021		
Total Attachments: 4			
source=Trademark Assignment 122021 (Springfield to C_HCA) #page1.tif			
source=Trademark Assignment 122021 (Springfield to C_HCA) #page2.tif			
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OP \$40.00 3132101

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of December 20, 2021 and is by and between Springfield Health Services, LLC, a Delaware limited liability company (the "Assignor"), and C/HCA, Inc., a Delaware corporation (the "Assignee"). Each of Assignor and Assignee may be referred to in this Assignment individually as a "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, NorthCrest Medical Center, NorthCrest Strategic Services, Inc., and NorthCrest Physician Services (collectively, "Sellers"), and the Assignor entered into that certain Asset Purchase Agreement dated as of March 30, 2021, as amended (the "Purchase Agreement");

WHEREAS, the Assignor acquired under the Purchase Agreement all right, title, and interest in and to the trademarks set forth on Schedule A hereto, together with the goodwill associated therewith (collectively referred to as the "Transferred Marks"); and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Transferred Marks to the Assignee and the Assignee desires to acquire such Transferred Marks.

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 Assignor and the Assignee hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns forever and exclusively throughout the world, all of Assignor's right, title and interest, in and to the Transferred Marks, together with the goodwill symbolized thereby, and together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement of the Transferred Marks, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been entered into.

2. 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.

3. 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.

4. 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.

5. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Parties. 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.

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

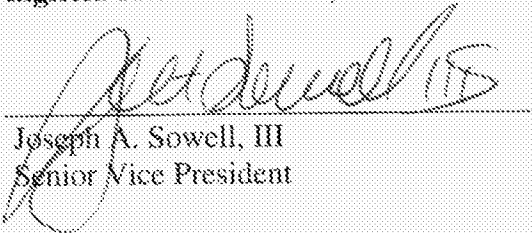
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

Springfield Health Services, LLC

By: _____


Joseph A. Sowell, III
Senior Vice President

Schedule A
Transferred Marks

Jurisdiction	Mark	Serial Number	Filing Date	Registration Date	Registration Number	Owner	Status	Class
U.S.	NORTHCREST	78567350	February 15, 2005	August 22, 2006	3132101	NorthCrest Medical Center CORPORATION	Live	C 044, US 100 10L G & S:

Schedule A to Trademark Assignment

RECORDED: 12/21/2021

TRADEMARK
REEL: 007520 FRAME: 0616