

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lovelace Sandia Health System, Inc.	Lovelace Health Systems, Inc.	09/09/2004	CORPORATION: NEW MEXICO

RECEIVING PARTY DATA	
Name:	Lovelace IP, LLC
Street Address:	2309 Renard Place
Internal Address:	Suite 103-B
City:	Albuquerque
State/Country:	NEW MEXICO
Postal Code:	87106
Entity Type:	Limited Liability Company: NEW MEXICO

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Serial Number:	7552470	LOVELACE HEALTHY BABIES
Serial Number:	75510067	LOVELACE
Serial Number:	75510014	LOVELACE HEALTH SYSTEMS
Serial Number:	75510012	LOVELACE SENIOR PLAN
Serial Number:	75510010	LOVELACE MEDICAL CENTER
Serial Number:	75510008	LOVELACE
Serial Number:	75510007	LOVELACE
Serial Number:	75510006	LOVELACE COMMUNITY HEALTH PLAN
Serial Number:	75510005	LOVELACE HEALTH PLAN
Registration Number:	2290652	LOVELACE CLINICAL TRIALS

CORRESPONDENCE DATA	
Fax Number:	(502)540-2268
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

CH \$265.00 7552470

Phone: 502/587-3707
Email: abb@gdm.com
Correspondent Name: Amy B. Berge
Address Line 1: 101 South Fifth Street
Address Line 2: 3500 National City Tower
Address Line 4: Louisville, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:	103091.000020
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NAME OF SUBMITTER:	Amy B. Berge
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Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

THIS ASSIGNMENT, dated as of Sept. 9, 2004, is from **LOVELACE SANDIA HEALTH SYSTEM, INC.**, a New Mexico corporation, whose address is 5400 Gibson Boulevard SE, Albuquerque, New Mexico 87108 ("Assignor"), to **LOVELACE IP, LLC**, a New Mexico limited liability company whose address is 2309 Renard Place, Suite 103-B, Albuquerque, New Mexico 87106 ("Assignee").

WHEREAS, Assignor is or claims to be the owner of certain rights, title and interests in and to the name **LOVELACE**, and any and all other commercial identifiers that include the word "Lovelace," a close spelling variant of "Lovelace," or a phonetic equivalent of "Lovelace," whether or not the identifier is registered as a trademark or an application for registration has been made, including but not limited to the trademarks and the trade names listed on Exhibit A, attached hereto (the "Marks");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee and its successors, assigns and nominees without any restrictions, reservations or limitations:

1. The entire and exclusive right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including the right to register the Marks to Assignee's name throughout the world.
2. The sole right to enforce rights in said Marks with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.
3. Assignor covenants that Assignor has the full right to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized officers, all as of the day and year first above written.

LOVELACE SANDIA HEALTH SYSTEM, INC.

LOVELACE IP, LLC

Norman P. Becker

Name: *Norman P. Becker*

Title: *President/CEO*
("Assignor")

Margaret J. Gunter

Name: *Margaret J. Gunter*

Title: *Authorized Member*
("Assignee")

Exhibit A

Lovelace Auxiliary
Lovelace Behavioral Health Services
Lovelace Carlisle Health Care Center
Lovelace Child Care
Lovelace Clinical Thrombosis Center
Lovelace Community Health Plan Behavioral Health
Lovelace Community Health Plan/Salud
Lovelace Continence Care Center
Lovelace Cosmetic and Reconstructive Surgery Center
Lovelace Cosmetic Surgery Center
Lovelace Dialysis Center
Lovelace Dietary Services
Lovelace Employee Health
Lovelace Family Birthing Center
Lovelace Health Plan
Lovelace Health System
Lovelace Healthy Babies
Lovelace Hearing Center
Lovelace Hospice
Lovelace Insurance Company
Lovelace Insurance Corporation
Lovelace Internal Medicine
Lovelace International Travel Health Clinic
Lovelace Journal Center
Lovelace Juan Tabo Health Care Center
Lovelace Lipid Clinic
Lovelace Massage Therapy
Lovelace Medical Center
Lovelace Montgomery Health Care Center
Lovelace Optical Shop
Lovelace Pediatrics
Lovelace Pharmacy
Lovelace Physician Group Practice
Lovelace Regional Diabetes Program
Lovelace Rehabilitation Center
Lovelace Rio Bravo Health Care Center
Lovelace Rio Rancho Health Care Center
Lovelace Rio Rancho Urgent Care
Lovelace Sandia Cardiac Rehab
Lovelace Sandia Cardiology Services
Lovelace Sandia Central Business Office
Lovelace Sandia Eye Center
Lovelace Sandia General Surgery
Lovelace Sandia Health System
Lovelace Sandia Health System Cancer Care Program
Lovelace Sandia Healthcare Centers

Lovelace Sandia High Desert Adult & Family Medicine
Lovelace Sandia Home Healthcare
Lovelace Sandia Homecare
Lovelace Sandia Hospice
Lovelace Sandia Juan Tabo Family Medicine
Lovelace Sandia Nursing Home Services
Lovelace Sandia Old Town Family Medicine
Lovelace Sandia Orthopedic Clinic
Lovelace Sandia Pediatrics
Lovelace Sandia Regional Diabetes Program
Lovelace Sandia Rio Rancho Adult & Family Medicine
Lovelace Sandia Towers Adult Medicine
Lovelace Sandia Transcription Services
Lovelace Sandia Urgent Care
Lovelace Sandia Urgent Care
Lovelace Sandia Urgent Care
Lovelace Sandia Women's Care
Lovelace Sandia Orthopedics
Lovelace Santa Fe Health Care Center
Lovelace Satellite Pharmacies
Lovelace Senior Plan
Lovelace Senior Select
Lovelace Senior Services
Lovelace Spirit of Women
Lovelace Tramway Health Care Center
Lovelace Transcription Services
Lovelace Travel Health & Infectious Disease
Lovelace Travel Health Clinic
Lovelace Westside Health Care Center
Lovelace Women's Health Services

U.S. Trademark Registrations

2290652

LOVELACE CLINICAL TRIALS

U.S. Trademark Applications

78/219,323
75/552,470
75/510,014
75/510,012
75/510,010
75/510,008
75/510,007
75/510,067
75/510,006
75/510005

LOVELACE SANDIA HEALTH SYSTEMS
LOVELACE HEALTHY BABIES
LOVELACE HEALTH SYSTEMS
LOVELACE SENIOR PLAN
LOVELACE MEDICAL CENTER
LOVELACE
LOVELACE
LOVELACE and Design
LOVELACE COMMUNITY HEALTH PLAN
LOVELACE HEALTH PLAN

State Trademark Registrations:

97041813

LOVELACE CLINICAL TRIALS New Mexico