

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Edge Healthcare Group, PA		12/31/2010	INC. ASSOCIATION: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Health Physicians Group		
Street Address:	251 Westpark Way, Suite 200		
City:	Euless		
State/Country:	TEXAS		
Postal Code:	76040		
Entity Type:	Non-profit Corporation: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3115465	SLEEP HEALERS	
Registration Number:	3108295	SLEEP HEALERS	
Registration Number:	3188068	SLEEP HEALERS SLEEP BETTER.	
Registration Number:	3105189	TIENAHEALTH	
Registration Number:	3500972	TLC EDGE	
Registration Number:	3501062	TLCEDGE	
CORRESPONDENCE DATA			
Fax Number:	(972)739-2636		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	972-739-3041		
Email:	jack.langdon@physerveinc.com		
Correspondent Name:	Medical Edge Healthcare Group, P.A.		
Address Line 1:	9229 LBJ Freeway		
Address Line 4:	Dallas, TEXAS 75243		

OP \$165.00 3115465

900189832

**TRADEMARK
 REEL: 004525 FRAME: 0680**

NAME OF SUBMITTER:	John O. Langdon
Signature:	/john o. langdon/
Date:	04/20/2011
Total Attachments: 3 source=bill of sale, assignment & assumption agrmnt[signed]#page1.tif source=bill of sale, assignment & assumption agrmnt[signed]#page2.tif source=bill of sale, assignment & assumption agrmnt[signed]#page3.tif	

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of December 23, 2010, and effective as of the Effective Time (as defined in the Purchase Agreement) is between Medical Edge Healthcare Group, P.A., a Texas professional corporation ("MEPA"), and Texas Health Physicians Group, a Texas nonprofit corporation certified as a non-profit health organization under Section 162.001(b) of the Texas Occupations Code ("MEPA Buyer"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

RECITALS

A. Pursuant to the Agreement and Plan of Merger and Asset Purchase Agreement (the "Purchase Agreement"), dated as of December 23, 2010, by and among Texas Health Resources, a Texas nonprofit corporation ("THR"), THR Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of THR, MEPA Buyer, PhyServe Holdings, Inc., a Delaware corporation ("PhyServe Parent"), PhyServe Physician Services, Inc., a Texas corporation, MEPA, Clay M. Heighten, M.D., Carl D. Soderstrom, Caris ME, LLC, a Delaware limited liability company, Kensington Medical, LLC, a Nevada limited liability company, and the stockholders of PhyServe Parent set forth on Schedule I to the Purchase Agreement, the terms of which are incorporated herein by reference, at the Effective Time (A) MEPA has agreed to sell, convey, transfer and deliver to MEPA Buyer, and MEPA Buyer has agreed to purchase and acquire, the Purchased Assets, and (B) MEPA Buyer has agreed to assume and pay, discharge or perform, as appropriate, when due, the Assumed MEPA Liabilities, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement.

B. This Agreement is being executed and delivered contemporaneously with the Purchase Agreement to be effective as of the Effective Time.

AGREEMENTS

In consideration of the recitals and the mutual covenants and agreements set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by MEPA and MEPA Buyer, and subject to the terms and conditions of the Purchase Agreement, the parties hereby agree as follows:

1. **Sale of Purchase Assets.** Subject to the terms and conditions of the Purchase Agreement (including, but not limited to, Section 1.4 thereof), effective as of the Effective Time, MEPA hereby sells, assigns, conveys, transfers and delivers to MEPA Buyer, and MEPA Buyer hereby purchases and acquires from MEPA, the Purchased Assets. As provided in the Purchase Agreement, the Purchased Assets specifically exclude the Excluded Assets.

2. **Assumption of Assumed MEPA Liabilities.** Subject to the terms and conditions of the Purchase Agreement, effective as of the Effective Time, MEPA Buyer hereby assumes and agrees to pay, discharge or perform, as appropriate, when due, the Assumed MEPA Liabilities.

3. **Incorporation by Reference.** This Agreement is executed and delivered pursuant to the Purchase Agreement, the terms and conditions of which are incorporated herein by reference.

4. **No Effect on Purchase Agreement.** Notwithstanding any other provision of this Agreement, nothing contained herein, express or implied, shall in any way supersede, modify, expand, limit, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement, including, but not limited to, any representations, warranties, covenants, agreements or indemnities of MEPA or MEPA Buyer. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon MEPA and MEPA Buyer and their respective successors and assigns.

6. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the substantive Laws of the State of Delaware without giving effect to any choice or conflict of Law provision, rule, or principle that might result in the application of Laws of any jurisdiction other than the State of Delaware.

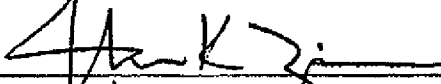
7. **Headings.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8. **Counterparts; Facsimile Copies.** This Agreement may be executed in two counterparts, each of which as so executed shall be deemed to be an original but both of which together shall constitute one and the same instrument. A facsimile or electronic signature shall be acceptable as an original for all purposes.

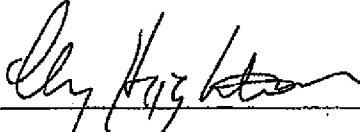
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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

TEXAS HEALTH PHYSICIANS GROUP


By: Thomas Ziegmann
Name:
Title: COO

MEDICAL EDGE HEALTHCARE GROUP,
P.A.


By: Clay Heigsten, M.D.
Name: Clay Heigsten, M.D.
Title: President

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[MEPA BILL OF SALE, ASSIGNMENT AND ASSUMPTION]

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