

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411251

<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>
Eastern Connecticut Health Network, Inc.		10/01/2016	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect ECHN, Inc.		
<b>Street Address:</b>	71 Haynes Street		
<b>City:</b>	Manchester		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06040		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3766988	BETTER BEING	
<b>Registration Number:</b>	4028210	BUSINESS ALLIANCE FOR COMMUNITY HEALTH	
<b>Registration Number:</b>	4591953	CARING NEVER CHANGES	
<b>Registration Number:</b>	3950366	CORPCARE OCCUPATIONAL HEALTH	
<b>Registration Number:</b>	3969396	ECHN	
<b>Registration Number:</b>	4587810	ECHN BREAST CARE COLLABORATIVE	
<b>Registration Number:</b>	4680979	ECHNCORPCARE OCCUPATIONAL HEALTH	
<b>Registration Number:</b>	4050028	ECHN EASTERN CONNECTICUT CANCER INSTITUT	
<b>Registration Number:</b>	4683996	ECHN EASTERN CONNECTICUT FAMILY MEDICINE	
<b>Registration Number:</b>	4684006	ECHN SBM CHARITABLE FOUNDATION FAMILY BI	
<b>Registration Number:</b>	4680978	ECHN EASTERN CONNECTICUT HEALTH NETWORK	
<b>Registration Number:</b>	4691146	ECHN JOINT EFFORT	
<b>Registration Number:</b>	4677852	ECHN EASTERN CONNECTICUT MEDICAL PROFESS	
<b>Registration Number:</b>	4587809	ECHN URGENT CARE	
<b>Registration Number:</b>	4587808	ECHN WOMEN'S CENTER FOR WELLNESS	
<b>Registration Number:</b>	3950350	EASTERN CONNECTICUT HEALTH NETWORK	
<b>Registration Number:</b>	3950349	THE COMMUNITIES' CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 3766988

**Fax Number:** 2037822889

***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:** 203.498.4347

**Email:** fduffin@wiggin.com

**Correspondent Name:** Francis J. Duffin, Wiggin and Dana LLP

**Address Line 1:** One Century Tower, P.O. Box 1832

**Address Line 4:** New Haven, CONNECTICUT 06508-1832

<b>NAME OF SUBMITTER:</b>	Francis J. Duffin
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<b>SIGNATURE:</b>	/fjd/
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<b>DATE SIGNED:</b>	01/05/2017
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**Total Attachments: 9**

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INTELLECTUAL PROPERTY ASSIGNMENT

(Eastern Connecticut Health Network, Inc. / Prospect ECHN, Inc.)

This Intellectual Property Assignment (this "Assignment") dated October 1, 2016, is by and between Eastern Connecticut Health Network, Inc., a Connecticut non-stock corporation ("Assignor"), and Prospect ECHN, Inc., a Connecticut corporation ("Assignee"). Assignor and Assignee shall each be referred to herein as a "Party" and, collectively, the "Parties".

RECITALS

A. Assignor is the owner of certain trademarks, service marks, certification marks, collective marks, logos, symbols, slogans, trade dress, trade names (including social media corporate identifiers), corporate names, domain names, other source or business identifiers (and all translations, adaptations, derivations and combinations of the foregoing), including but not limited to the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Assignor is the owner of certain works of authorship, copyrights, author's rights, and other copyrightable subject matter, whether registered or unregistered, and whether or not published, and all translations, derivative works, adaptations, compilations, and combinations of the foregoing, and all moral rights therein, including but not limited to the copyright registrations set forth on Schedule B hereto (collectively referred to as the "Copyrights");

C. Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated August 24, 2016, by and among Assignor, Assignee and certain other parties thereto (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to transfer all of its right, title and interest in and to the Marks and the Copyrights to Assignee;

D. In connection with the Purchase Agreement, Assignor has agreed to transfer to Assignee substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

E. Assignor desires to assign all of its right, title and interest in and to the Marks and the Copyrights to Assignee, and Assignee desires to acquire the Marks and the Copyrights.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all right, title and interest, in and to the Marks and Copyrights, free and clear of all Encumbrances other than Permitted Encumbrances, in all countries throughout the world, for Assignee's own

use and enjoyment, and for the use and enjoyment of 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 made, including but not limited to:

- a) All Marks;
- b) All Copyrights;
- c) The right to prepare, modify, reproduce, distribute, sell, license, or transfer the Marks and Copyrights, any compilations including the Copyrights, and any derivative works based on the Copyrights;
- d) All causes of action for any and all previously occurring infringement of the rights in the intellectual property being assigned, and the right to receive and retain the proceeds relating to those infringements;
- e) The right to assign or license the Marks and Copyrights;
- f) All incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Marks and Copyrights;
- g) All rights to claims, causes of action or remedies related thereto and all causes of action heretofore accrued in Assignor's favor for past, present, and future infringement of the Marks and Copyrights; and
- h) The right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), the Register of Copyrights and Director of the U.S. Copyright Office (the "Director"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks or Copyrights, to record this Assignment. Assignor hereby further requests the Commissioner, the Director, and his or her non-US counterparts to issue any and all trademark and copyright registrations resulting from applications among the Marks or Copyrights or derived therefrom to Assignee as assignee of the entire interest therein.

4. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

5. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full

title in and to all Marks and Copyrights in Assignee or which may be necessary to obtain, renew, issue or enforce the Marks and Copyrights.

6. This Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

7. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut.

8. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and 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.

9. 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 Parties have executed this Assignment as of the date first above written.

ASSIGNOR:

EASTERN CONNECTICUT HEALTH  
NETWORK, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

PROSPECT ECHN, INC.

By: \_\_\_\_\_  
Name: Samuel S. Lee  
Title: President

*(Signature Page to Intellectual Property Assignment  
– Eastern Connecticut Health Network, Inc. / Prospect ECHN, Inc.)*

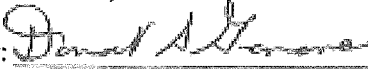
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

EASTERN CONNECTICUT HEALTH  
NETWORK, INC.

PROSPECT ECHN, INC.





By:   
Name: Donald S. Genovesi  
Title: Treasurer

By: \_\_\_\_\_  
Name: Samuel S. Lee  
Title: President







*(Signature Page to Intellectual Property Assignment  
– Eastern Connecticut Health Network, Inc. / Prospect ECHN, Inc.)*






Schedule A

**Trademark Applications and Registrations**

<u>Trademark</u>	<u>Application Number</u>	<u>Jurisdiction</u>
A CARING HAND LLC and Design 	0039463944	Connecticut
BETTER BEING	23455	Connecticut
BETTER BEING	3,766,988	USPTO
BUCKLAND IMAGING and Design 	0039463941	Connecticut
BUSINESS ALLIANCE FOR COMMUNITY HEALTH and Design 	4,028,210	USPTO
CARING NEVER CHANGES	4,591,953	USPTO
CORPCARE OCCUPATIONAL HEALTH	21110	Connecticut
CORPCARE OCCUPATIONAL HEALTH	3,950,366	USPTO
ECHN	21285	Connecticut
ECHN	3,969,396	USPTO
ECHN BREAST CARE COLLABORATIVE and Design 	4,587,810	USPTO
ECHNCORPCARE OCCUPATIONAL HEALTH and	4,680,979	USPTO



Design 		
ECHN EASTERN CONNECTICUT CANCER INSTITUTE and Design 	4,050,028	USPTO
ECHN EASTERN CONNECTICUT FAMILY MEDICINE RESIDENCY PROGRAM AT MANCHESTER MEMORIAL HOSPITAL and Design 	4,683,996	USPTO
ECHN SBM CHARITABLE FOUNDATION FAMILY BIRTHING CENTER AT MANCHESTER MEMORIAL HOSPITAL and Design 	4,684,006	USPTO
ECHN EASTERN CONNECTICUT HEALTH NETWORK HEALTHIER TOGETHER. and Design 	4,680,978	USPTO
ECHN JOINT EFFORT and Design 	4,691,146	USPTO
ECHN EASTERN CONNECTICUT MEDICAL PROFESSIONALS and Design	4,677,852	USPTO

		
ECHN URGENT CARE and Design 	4,587,809	USPTO
ECHN WOMEN'S CENTER FOR WELLNESS and Design 	4,587,808	USPTO
ECHN WOODLAKE AT TOLLAND and Design 	0039463943	Connecticut
EASTERN CONNECTICUT HEALTH NETWORK	3,950,350	USPTO
EVERGREEN IMAGING and Design 	0039463942	Connecticut
THE COMMUNITIES' CHOICE	3,950,349	USPTO
TREE OF CARING	22264	Connecticut

(Schedule to Intellectual Property Assignment  
– Eastern Connecticut Health Network, Inc. / Prospect ECHN, Inc.)

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Schedule B

Copyright Registrations

Copyright Title	Registration No./Date
Eastern Connecticut Health Network Patient Education Joint Camp (Power Point Presentation)	TX0007272289 – July 3, 2008
Eastern Connecticut Health Network Total Joint Replacement Handbook	TX0007172601 – July 3, 2008

*(Schedule to Intellectual Property Assignment  
– Eastern Connecticut Health Network, Inc. / Prospect ECHN, Inc.)*

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