

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758096

|   |  |                            |                               |
|---|--|----------------------------|-------------------------------|
| <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>            |
| Healthtrust Purchasing Group, L.P.  |  | 09/23/2022                 | Limited Partnership: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                            |                               |
| <b>Name:</b>  | CoreTrust Purchasing Group LLC                     |                            |                               |
| <b>Street Address:</b>  | 1100 Dr. Martin L. King Jr. Boulevard              |                            |                               |
| <b>Internal Address:</b>  | Suite 1100   |                            |                               |
| <b>City:</b>  | Nashville  |                            |                               |
| <b>State/Country:</b>   | TENNESSEE  |                            |                               |
| <b>Postal Code:</b>   | 37203  |                            |                               |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                            |                               |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                            |                               |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>           |                               |
| <b>Registration Number:</b>   | 5368651  | CORETRUST                  |                               |
| <b>Registration Number:</b>   | 3319166  | CORETRUST PURCHASING GROUP |                               |
| <b>CORRESPONDENCE DATA</b>  |  |                            |                               |
| <b>Fax Number:</b>  | 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> |  |                            |                               |
| <b>Phone:</b>   | 5025841135   |                            |                               |
| <b>Email:</b>   | jray@middletonlaw.com                              |                            |                               |
| <b>Correspondent Name:</b>  | Julie Gregory Ray                                  |                            |                               |
| <b>Address Line 1:</b>  | 401 S. Fourth Street                               |                            |                               |
| <b>Address Line 2:</b>  | Suite 2600   |                            |                               |
| <b>Address Line 4:</b>  | Louisville, KENTUCKY 40202                         |                            |                               |
| <b>NAME OF SUBMITTER:</b>   | Julie Gregory Ray                                  |                            |                               |
| <b>SIGNATURE:</b>   | /Julie Gregory Ray/                                |                            |                               |
| <b>DATE SIGNED:</b>   | 09/28/2022   |                            |                               |
| <b>Total Attachments: 5</b>   |  |                            |                               |
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| source=CORETRUST Trademark Assignment Agreement (9-23-2022)#page2.tif   |  |                            |                               |

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**TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “Assignment Agreement”), effective as of September 23, 2022 (“Effective Date”), is made by and between HealthTrust Purchasing Group, L.P., a limited partnership organized under the laws of Delaware whose principal office is located at 1100 Dr. Martin L. King Jr. Boulevard, Suite 1100, Nashville, Tennessee 37203, United States of America (“Assignor”), and CoreTrust Purchasing Group LLC, a limited liability company organized under the laws of Delaware whose principal office is located at 1100 Dr. Martin L. King Jr. Boulevard, Suite 1100, Nashville, Tennessee 37203 (“Assignee”). All capitalized terms used, but not otherwise defined, herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor entered into that certain Equity Purchase Agreement, dated as of June 24, 2022 (as may be amended, modified, supplemented or restated, the “Purchase Agreement”), with BCP Hartford Aggregator L.P., a Delaware limited partnership, and, solely for the purposes of Section 4.12 of the Purchase Agreement, HCA Healthcare, Inc., a Delaware corporation;

WHEREAS, as contemplated by the Purchase Agreement and the Pre-Closing Steps (as defined in the Purchase Agreement), Assignor has agreed to transfer, convey, assign and deliver to Assignee, and Assignee has agreed to acquire and accept all of Assignor’s right, title, and interest in, to and under certain of Assignor’s trademarks, service marks, trade names, logos, domain names, domain name registrations, and trademark registrations, as set forth in Schedule 1 (hereinafter individually, “Trademarks” and “Domain Names”; collectively, the “Transferred IP”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby assigns, transfers, conveys, and delivers to Assignee all of Assignor’s rights, title, and interest in and to the Transferred IP, including those at common law, together with the goodwill of the business associated therewith and with all rights (i) to sue and recover damages and profits and obtain other equitable relief for past and future infringement, dilution, misappropriation or other violation or conflict associated with the Transferred IP; (ii) to collect future royalties, damages, proceeds and other payments under the Transferred IP; (iii) to claim priority based on the Transferred IP under the laws of any jurisdiction and/or under international conventions or treaties; (iv) to prosecute, register, maintain, and defend the Transferred IP and any rights of opposition associated therewith and (v) to fully and entirely stand in the place of such Assignor and any of its predecessors in title, in all matters related to the Transferred IP as if this Assignment Agreement had not been made; provided that the Domain Name of “CoreTrustPG.com”, which is required to be used by Assignor to provide services under the Transition Services Agreement, shall be deemed assigned and delivered as of the Effective Date, except that Assignor shall continue to have the right to use and control (including not changing registration information with a domain name registrar) the Domain Name of “CoreTrustPG.com” to provide services under the Transition Services Agreement, which use and control (including not changing registration information with a

domain name registrar) shall cease upon the expiration of the services provided pursuant thereto with respect to such Domain Name of “CoreTrustPG.com.”

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment Agreement with any relevant governmental authority so as to perfect its ownership of the Trademarks and relevant domain name registrars so as to perfect its ownership of the Domain Names. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority including domain name registrars, to transfer all registrations and registration applications for the Transferred IP to Assignee as assignee of Assignor’s right, title and interest therein, in accordance with this Assignment Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Transferred IP.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee’s reasonable request, Assignor shall cooperate with Assignee to (i) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any other documents or instruments, (ii) file or cause to be filed all filings with the appropriate governmental authorities and domain name registrars and (iii) take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Transferred IP, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment Agreement.

SECTION 4. Miscellaneous.

a) Severability. If, from and after the Effective Date, any provision of this Assignment Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of Assignor or Assignee under this Assignment Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Assignment Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

b) Counterparts. This Assignment Agreement may be executed in any number of counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The electronic or facsimile signature of any party to this Assignment Agreement or a PDF copy of the signature of any party to this Assignment Agreement 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.

c) Entire Agreement; Amendment. This Assignment Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written understandings, negotiations, letters of intent or agreements between the parties. No modifications of, amendments to, or waivers of any rights or duties under this Agreement shall be valid or enforceable unless and until made in writing and signed by all parties.

d) No Repudiation. From the execution of this Agreement until the occurrence of the Effective Date, without the prior written consent of BCP Hartford Aggregator L.P., neither Assignor nor Assignee shall repudiate, or shall permit the repudiation of, this Agreement. BCP Hartford Aggregator L.P. shall be an express third-party beneficiary of this Section 4(d) and shall have the right to directly enforce this Section 4(d).

e) Choice of Law; Jurisdiction; Waiver of Jury Trial. Sections 10.2 (*Choice of Law*), 10.3 (*Jurisdiction*) and 10.5 (*Waiver of Jury Trial*) of the Purchase Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*.

[*Signature Page Follows*]

HEALTHTRUST PURCHASING GROUP, LP

CORETRUST PURCHASING GROUP  
LLC

By: HPG Enterprises, LLC, its general partner

Signed: \_\_\_\_\_

Name: Joseph A. Sowell, III

Title: Senior Vice President

Signed: \_\_\_\_\_

Name: Joseph A. Sowell, III

Title: Senior Vice President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 007863 FRAME: 0493**

**Schedule 1**

Trademarks

| <b>Country</b> | <b>Trademark</b>              | <b>Status</b> | <b>Application No.</b> | <b>Registration No.</b> |
|----------------|-------------------------------|---------------|------------------------|-------------------------|
| United States  | CORETRUST                     | Registered    | 87439444               | 5,368,651               |
| United Kingdom | CORETRUST<br>PURCHASING GROUP | Registered    | 2547527                | 2547527                 |
| United States  | CORETRUST<br>PURCHASING GROUP | Registered    | 76656993               | 3,319,166               |

Domain Names

coretrustcorp.com  
coretrustgpo.com  
coretrustpomover.com  
coretrustpomover.net  
coretrustmarketplace.com  
coretrustpg.com  
coretrustpg.net  
coretrustpg.org  
coretrustsavings.com  
coretrustusa.com  
coretrustcorp.uk  
coretrusteuropa.com  
coretrusteuropa.uk  
coretrustgpo.uk  
coretrustintl.com  
coretrustintl.uk  
coretrustpg.uk