

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
Health Ventures of Southern Illinois, L.L.C. d/b/a TRI-LAB, L.L.C.		12/04/2006	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Laboratory Corporation of America Holdings		
Street Address:	358 S. Main Street		
City:	Burlington		
State/Country:	NORTH CAROLINA		
Postal Code:	27215		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75032599	TRI-LAB	
Serial Number:	75312634		
CORRESPONDENCE DATA			
Fax Number:	(919)834-4564		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(919) 828.0564		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	Parker Poe Adams & Bernstein LLP		
Address Line 1:	150 Fayetteville Street Mall, Ste. 1400		
Address Line 2:	P.O. Box 389 (c/o James A. Thomas)		
Address Line 4:	Raleigh, NORTH CAROLINA 27602-0389		
ATTORNEY DOCKET NUMBER:	99454		
NAME OF SUBMITTER:	James A. Thomas		
Signature:	/jat/		

OP \$65.00 75032599

Date:

12/18/2006

Total Attachments: 4

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

TRADEMARK ASSIGNMENT

4/11 THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of this day of December, 2006, by and between HEALTH VENTURES OF SOUTHERN ILLINOIS, L.L.C. d/b/a TRI-LAB, L.L.C., an Illinois limited liability company ("Assignor"), and LABORATORY CORPORATION OF AMERICA HOLDINGS, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, including any and all applications and/or registrations therefor, listed on Exhibit A, attached to and incorporated by this reference herein (the "Marks"), together with the goodwill of the business symbolized thereby; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated October 20, 2006, between Assignee, Assignor and the other parties identified therein (the "Agreement"), Assignor has agreed to transfer to Assignee all of Assignor's rights, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor and Assignee want to confirm this assignment for purposes of filing the same with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Marks. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with (a) the goodwill of the business symbolized by such Marks, (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, and (c) all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. Further Assurances. Assignor agrees to execute further papers and to do such other acts as may be necessary to carry out the intent and purposes of this Trademark Assignment and vest full right, title and interest in and to the Marks in Assignee, including, without limitation, execution of powers of attorney as may be necessary for Assignee's agents to record this Trademark Assignment or any other document evidencing the transfer of the Marks. Assignor acknowledges and agrees that Assignee shall record this Trademark Assignment (or such suitable short form assignment or notice as may be applicable) with the United States Patent and Trademark Office to change the owner and address of record for the Marks and shall take such other action as may be advisable to ensure that all correspondence regarding the Marks will be sent to Assignee.

3. Effective Date. It is the intent of the parties that this Trademark Assignment shall be executed and delivered in connection with the closing of the transactions contemplated by the Agreement. Nothing in this Trademark Assignment shall in any way modify, vary or enlarge the promises, agreements, representations or warranties of the parties as set forth in the Agreement.

4. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(Signatures appear on following pages)

WITNESS, the execution of this Trademark Assignment by the duly authorized representative of Assignor, as of the date first set forth above.

HEALTH VENTURES OF SOUTHERN ILLINOIS, L.L.C. d/b/a TRI-LAB, L.L.C.

By: [Signature]
Name: Tim Brady
Title: Chairman of the Board of Managers

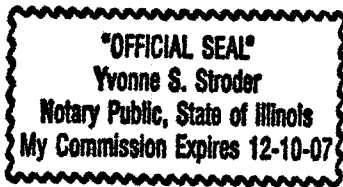
State of Illinois)
County of Scott (Law)) ss:

On this 4th day of December, 2006, before me personally came Tim Brady to me known, who being by me duly sworn, did depose and say that he/she is the Chairman of the Board of Managers of Health Ventures of Southern Illinois, L.L.C., the Assignor named above, and acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of said Assignor and pursuant to authority duly received and that the instrument is the voluntary act and deed of Assignor.

My commission expires: 12-10-07

[Signature]
Notary Public

[Notary Seal]



WITNESS, the acceptance of this Trademark Assignment by the duly authorized representative of Assignee.

LABORATORY CORPORATION OF AMERICA HOLDINGS

By: Mark Braune
Name: Mark Braune
Title: Senior Vice President

State of North Carolina
County of Alamance) ss:

On this 13th day of November, 2006, before me personally came Mark Braune to me known, who being by me duly sworn, did depose and say that he/she is the Senior Vice President of Laboratory Corporation of America Holdings, the Assignee named above, and acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of said Assignee and pursuant to authority duly received and that the instrument is the voluntary act and deed of Assignee.

My commission expires: January 27, 2010

Bruce Anderson
Notary Public

[Notary Seal]

EXHIBIT A
REGISTRATIONS

TRADEMARK	REG. NUMBER	REGISTRATION DATE
TRI-LAB	2,068,784	6/10/1997
[PYRAMID DESIGN]	2,205,192	11/24/1998