

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

| | | |
|--------------------------------------|---|--|
| GENESIS HOLDINGS, INC., |) | |
| |) | |
| v. |) | |
| MACNEAL HEALTH SERVICES CORPORATION, |) | |
| |) | |
| Applicant, |) | |
| |) | |
| MACNEAL HEALTH SERVICES CORPORATION, |) | |
| |) | |
| v. |) | |
| GENESIS HOLDINGS, INC., |) | |
| |) | |
| Applicant. |) | |
| |) | |

U.S. Opposition No. 103,672


12-13-2002
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #78

U.S. Opposition No. 105,334

MOTION TO SUBSTITUTE

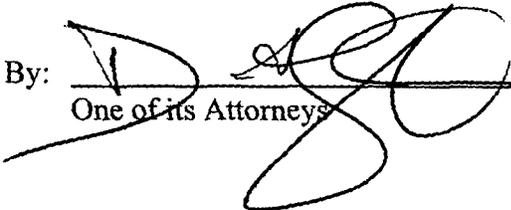
VHS Genesis Labs, Inc. ("VHS"), through its attorneys, Chuhak & Tecson, P.C., hereby moves pursuant to TBMP Section 512.01 to substitute in place of MacNeal Health Services Corporation in the above-captioned proceedings. In support of its motion, VHS states as follows:

1. On or about October 4, 1999, pursuant to an Asset Purchase Agreement of that same date, MacNeal Health Services Corporation agreed to sell, transfer and assign to VHS all of its assets, including any and all rights in the Mark at issue in this proceeding. A Bill of Sale dated February 1, 2000 reflecting this assignment to VHS is attached hereto as Exhibit A.

2. Pursuant to TBMP Section 512.01, VHS respectfully requests leave to substitute in place of MacNeal Health Services Corporation for all matters relating to these proceedings and to the Mark.

Respectfully Submitted,

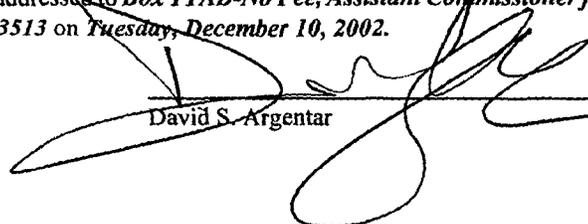
VHS GENESIS LABS, INC.

By: 
One of its Attorneys

Alan R. Dolinko
David S. Argentar
CHUHAK & TECSON, P.C.
30 South Wacker Drive, Suite 2600
Chicago, Illinois 60606-7413
(312) 444-9300

CERTIFICATE OF MAILING

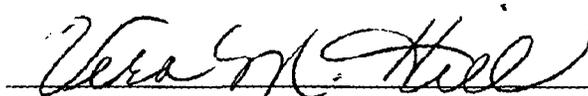
The undersigned hereby certifies that the foregoing *Motion to Substitute* is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to *Box TTAB-No Fee, Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513* on *Tuesday, December 10, 2002*.


David S. Argentar

PROOF OF SERVICE

The undersigned hereby certifies that the foregoing *Motion to Substitute* was served via U.S. First Class Mail with postage prepaid, by depositing same in the U.S. Mail Chute located at 30 South Wacker Drive, Chicago, Illinois, on *Tuesday, December 10, 2002*, to the following individual(s):

Timothy D. Pecsénye
Dennis McCooe
BLANK ROME COMISKY & McCAULEY L.L.P.
One Logan Square
Philadelphia, Pennsylvania 19103-6998

A handwritten signature in cursive script, appearing to read "Dennis McCooe", is written over a horizontal line.

BILL OF SALE
(Genesis Lab Assets)

THIS BILL OF SALE, dated as of February 1, 2000, is from MacNeal Health Services Corporation, an Illinois non-for-profit corporation, and The MacNeal Memorial Hospital Association, an Illinois not-for-profit corporation (collectively, "Sellers") to VHS Genesis Labs, Inc., a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, by a certain Asset Purchase Agreement dated as of October 4, 1999, by and among Sellers, MacNeal Health Foundation, VHS of Illinois, Inc. ("VHS") and Vanguard Health Systems, Inc. (the "Agreement"), Sellers agreed to sell, convey, transfer and deliver to Buyer, at the Closing, certain of their assets in consideration for, among other things, the payment by Buyer of the Purchase Price.

WHEREAS, a bill of sale is one of the Closing Documents required to be delivered by Sellers and this instrument is such bill of sale and Closing Document.

WHEREAS, Pursuant to Section 8.01(b) of the Agreement, VHS has designated Buyer as one Person to whom certain of the Assets shall be sold, conveyed, transfer and delivered.

NOW, THEREFORE, in consideration of the Purchase Price in hand paid to Sellers, Sellers have sold, conveyed, transferred, assigned to and vested in, and by these presents do sell, convey, transfer, assign to and vest in, Buyer, its successors and assigns forever, all right, title and interest, legal or equitable, in and to all of the Assets owned or leased by Sellers and used in the conduct of the "Genesis Labs" business of Sellers.

TO HAVE AND TO HOLD such Assets unto Buyer, its successors and assigns forever, free and clear of all liens, charges, encumbrances, and liabilities whatsoever, subject to the Permitted Real Property Encumbrances and the Permitted Personal Property Encumbrances.

Each Seller hereby constitutes and appoints Buyer, its successors and assigns, as such Seller's true and lawful attorney, with full power of substitution, in such Seller's name and stead, but on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Assets, and to give receipts and releases for them respecting the same, and any part thereof, and from time to time to institute and prosecute in such Seller's name, or otherwise, at the expense and for the benefit of Buyer, its successors and assigns, any and all proceedings at law or in equity or otherwise, which Buyer, its successors and assigns, thinks proper for the collection or reduction to possession of any of the Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Assets which Buyer, its successors or assigns shall deem desirable, each Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by such Seller or by its dissolution or in any manner or for any reason whatsoever.



Each Seller further authorizes Buyer, its successors and assigns, to receive and open all mail, facsimiles and other communications, and all express or other packages, addressed to such Seller or to any of its officers and to retain the same insofar as they relate to the Assets, but any such mail, facsimiles, communications or express or other packages not relating to the Assets shall be forwarded with reasonable dispatch to Sellers. The foregoing shall constitute full authorization to the postal authorities, express delivery companies, and all other persons to make delivery of such items to Buyer.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Buyer and its successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition thereof, and all the terms, covenants, conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of Buyer, its successors and assigns.

This instrument is executed by, and shall be binding upon, each Seller, its successors and assigns, for the uses and purposes above set forth and referred to, effective immediately upon its delivery to Buyer.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale to be executed as of the day and date first above stated.

MACNEAL HEALTH SERVICES CORPORATION

By: *Luke McGuinness*
Name: LUKE MCGUINNESS
Title: PRESIDENT AND CEO

THE MACNEAL MEMORIAL HOSPITAL ASSOCIATION

By: *Brian Lemon*
Name: BRIAN LEMON
Title: PRESIDENT AND CEO

TTAB

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December 10, 2002

GENESIS HOLDINGS, INC.,

Opposer,

v.

MACNEAL HEALTH SERVICES CORPORATION,

Applicant,

U.S. Opposition No. 103,672



12-13-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

MACNEAL HEALTH SERVICES CORPORATION,

Opposer,

v.

GENESIS HOLDINGS, INC.,

Applicant.

U.S. Opposition No. 105,334

DEC 20 09 59 50

Box TTAB/NO FEE
The Honorable Assistant
Commissioner of Patents and Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Dear Commissioner:

Enclosed please find an original and two (2) copies of Motion to Substitute with reference to the above captioned proceeding.

Respectfully Submitted,

VHS GENESIS LABS, INC.

By:

David S. Argentar, One of Es Attorneys

DSA:vmh

Enclosures

M.C.

CHUHAK & TECSON, P.C.

Trademark Trial and Appeal Board
December 10, 2002
Page Two

PROOF OF SERVICE

I, *Vera M. Hill*, a non-attorney, certify that I duly served on this *10th day of December, 2002*, via U.S. First Class Mail with postage prepaid, the foregoing applicant's *Motion to Substitute* to the following individuals:

Timothy D. Pecsénye
Dennis McCooe
BLANK ROME COMISKY & McCAULEY L.L.P.
One Logan Square
Philadelphia, Pennsylvania 19103-6998

A handwritten signature in cursive script, reading "Vera M. Hill", written over a horizontal line.