

CHUHAK & TECSON, P.C.

David S. Argentar

Writer's Direct Line
(312) 855-4621

Writer's E-mail
dargentar@chuhak.com

Attorneys at Law

30 S. Wacker Drive, Suite 2600
Chicago, Illinois 60606-7413

312.444.9300
Fax 312.444.9027
www.chuhak.com

May 3, 2004

Samuel E. Sharper, Jr.
Trademark Attorney
Office 108
2900 Crystal Drive
Arlington, Virginia 22202-3513

103672



Re: Genesis Clinical Laboratory & Design Mark
Serial No. 74/549,168 - Filed: July 14, 1994

05-07-2004

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #64

Dear Mr. Sharper:

I am enclosing herewith on behalf of MacNeal Health Services Corporation an original and copy of Abandonment with respect to the above-referenced matter.

Very truly yours,

CHUHAK & TECSON, P.C.

David S. Argentar

DSA/vmh

Enclosure

cc: Dennis P. McCooe, Esq.



05-07-2004

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #64

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

Applicant:	MacNeal Health Services Corporation	}	Trademark Law
Mark:	Genesis Clinical Laboratory & Design	}	Office 108
Serial No.:	74/549,168	}	Trademark Attorney
Filed:	July 14, 1994	}	Samuel E. Sharper, Jr.

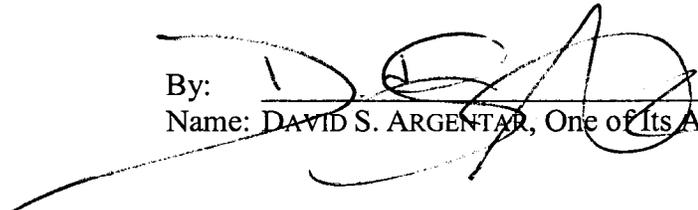
Abandonment

Pursuant to 37 CFR §2.68 and 37 CFR §2.135, Applicant hereby expressly abandons Applicant's application for the above-described mark, with the consent of every adverse party to the opposition proceeding number 103672. A copy of Opposer's written consent contained in paragraph 4 of a Settlement Agreement between Applicant and Opposer, is attached hereto as Exhibit A.

Dated: 5/3/04, 2004

Respectfully,

VHS GENESIS LABS, INC., SUCCESSOR IN INTEREST
TO MACNEAL HEALTH SERVICES CORPORATION

By: 

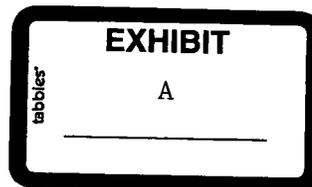
Name: DAVID S. ARGENTAR, One of Its Attorneys

AGREEMENT

This Agreement is by and between Genesis Healthcare Holding Company II, Inc., successor in interest to Genesis Holdings, Inc. ("GHHC"), and VHS Genesis Labs, Inc., successor in interest to MacNeal Health Services Corporation ("VHS").

WHEREAS, GHHC is the owner of trademark applications and registrations for the trademark GENESIS and related marks (hereinafter, collectively referred to as the "GENESIS Marks") including, but not limited to:

Trademark	U.S.P.T.O. Registration No. (Application No.)	Registration Date (Filing Date)
GENESIS CONSULTING SERVICES & Design	(76/163,900)	(11/3/2000)
GENESIS DIAGNOSTIC SERVICES & Design	(76/163,924)	(11/13/2000)
GENESIS ELDERCARE	2,302,332	12/21/1999
GENESIS ELDERCARE and Design	2,196,189	10/13/1998
GENESIS FULL LIFE SERVICES & Design	(76/163,843)	(11/13/2000)
GENESIS HEALTH SERVICES & Design	(76/163,845)	(11/13/2000)
GENESIS HEALTH VENTURES	(74/620,560)	(01/10/95)
GENESIS HOSPITALITY SERVICES & Design	2,707,618	4/15/2003
GENESIS MANAGEMENT RESOURCES	2,062,522	5/20/1997



GENESIS REHABILITATION SERVICES & Design	2,719,783	5/27/2003
GENESIS SELECT CARE	(75/856,023)	(11/22/99)
HOMESTEAD BY GENESIS ELDERCARE & Design	(76/418,405)	(06/07/02)

WHEREAS, VHS owns a United States trademark application for the trademark GENESIS CLINICAL LABORATORY and Design, Application No. 74/549,168, with a filing date of July 14, 1994;

WHEREAS, the parties reasonably believe that the GENESIS Marks and VHS's GENESIS CLINICAL LABORATORY and Design mark are sufficiently distinguishable as used in their respective marketplaces such that the marks will not cause confusion to the consuming public;

WHEREAS the parties hereto mutually desire that an agreement be reached wherein confusion between their respective marks would be averted;

AND WHEREAS the parties desire to avoid litigation and contentious proceedings and to resolve any disputes arising between them over the use of their marks;

NOW THEREFORE, to carry out the purpose and intent of this Agreement and, in consideration of their agreements and undertakings hereinafter set forth, the parties, intending to be legally bound, agree as follows:

1. The recitals are true, correct and are hereby incorporated into this Agreement, and constitute a part of this Agreement as if fully and completely set forth in their entirety.
2. VHS shall use the GENESIS CLINICAL LABORATORY and Design mark solely in connection with the following delimited services: "clinical and anatomical pathology testing services" and solely in the states of Illinois, Wisconsin and Indiana.

3. Provided that VHS has adhered to the limitations set forth in Paragraph 2 herein, GHHC agrees not to challenge VHS in its use of the GENESIS CLINICAL LABORATORY and Design mark.
4. Within twenty days of the complete execution of this Agreement VHS shall file an express abandonment with the U.S. Patent and Trademark Office of VHS's U.S. trademark application No. 74/549,168 and the parties shall withdraw, with prejudice, their respective opposition proceedings currently pending before the U.S. Trademark Trial and Appeal Board.
5. VHS recognizes GHHC's right to use the GENESIS Marks worldwide and agrees not to oppose or otherwise challenge GHHC in its use or registration of the GENESIS Marks.
6. This Agreement shall inure to the benefit and be binding upon the parties and their respective licensees and assigns and all others acting by, through or in privity with them worldwide. GHHC and VHS agree to consult and negotiate in good faith should any potential challenge or opposition arise in connection with the aforementioned marks.
7. This Agreement shall not be assigned by either party without the other's prior written consent, except either party may assign this Agreement to an affiliate as such term is defined by Rule 12(b)(2) pursuant to the Securities Exchange Act of 1934, as amended. Further, this Agreement shall be deemed automatically assigned to any successor to the goodwill of the GHHC or VHS business in which the GENESIS Marks or GENESIS CLINICAL LABORATORY and Design mark is used, respectively, or with that part of the goodwill of the business connected with the use of and symbolized by the party's respective marks.
8. This Agreement may be submitted to the U.S. Patent and Trademark Office ("PTO") if necessary. The terms of this Agreement shall be otherwise maintained in strict confidence by the parties and shall not be disclosed by one party without the prior written consent of the other party. The parties further agree to assist or consult with each other in good faith, as appropriate: (a) if additional documents or instruments are required for submission to the PTO or trademark offices worldwide to carry out the purpose and intent of this Agreement; or (b) if either of the parties becomes aware of confusion in their respective

marketplaces as to the source, sponsorship, or affiliation associated with the foods and services sold under the GENESIS Marks or the GENESIS CLINICAL LABORATORY and Design mark, respectively.

9. The parties represent to each other that they have been properly authorized to execute this Agreement and to perform their obligations hereunder.
10. If one or more of the articles, terms, provisions or conditions of this Agreement shall be deemed by any court or quasi-judicial authority to be invalid, illegal or unacceptable in any respect the remaining articles, terms, provisions or conditions of this Agreement shall not in any way be affected or impaired.
11. This Agreement is the complete and final expression of the parties regarding the subject matter hereto. There are no other agreements, understandings, representations or warranties.

IN WITNESS WHEREOF the parties have caused this Consent Agreement to be executed by their duly authorized officers, effective as of the latter of the dates of execution set forth below.

GENESIS HEALTHCARE HOLDING
COMPANY II, INC.

VHS GENESIS LABS, INC.

By: *Eileen M. Coggins*

By: *Elizabeth B. Minkoff*

Name: *Eileen M. Coggins*

Name: Elizabeth B. Minkoff
Vice President, Asst. General

Title: *Sy. VP, Gen Counsel + Corp
Secretary*

Title: Counsel and Asst. Secretary

Date: *1 April 2004*

Date: March 18, 2004

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

Applicant:	MacNeal Health Services Corporation	}	Trademark Law
Mark:	Genesis Clinical Laboratory & Design	}	Office 108
Serial No.:	74/549,168	}	Trademark Attorney
Filed:	July 14, 1994	}	Samuel E. Sharper, Jr.

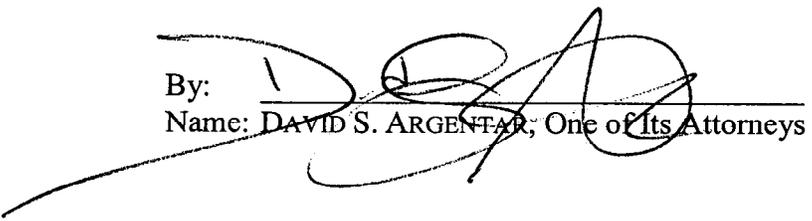
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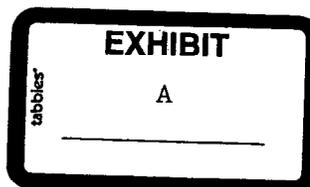
By: 
Name: DAVID S. ARGENTE; One of Its Attorneys

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By: *Elizabeth B. Minkoff*

Name: *Eileen M. Coggins*

Name: Elizabeth B. Minkoff
Vice President, Asst. General

Title: *Sy. VP, Gen Counsel & Corp Secretary*

Title: Counsel and Asst. Secretary

Date: *1 April 2004*

Date: March 18, 2004