

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Fertile Hope		12/18/2009	a nonprofit public benefit corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lance Armstrong Foundation		
<b>Street Address:</b>	2201 E. Sixth Street		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78702		
<b>Entity Type:</b>	nonprofit corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3698447	FERTILE HOPE	
Registration Number:	3698445	FERTILEHOPE	
Serial Number:	77702843	FERTILE HOPE	
Serial Number:	77702841	FERTILEHOPE	
Serial Number:	77702831	FERTILE HOPE	
Serial Number:	77702823	FERTILEHOPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Marcey Grigsby, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

**CH \$165.00 3698447**

ATTORNEY DOCKET NUMBER:	94075-1000
NAME OF SUBMITTER:	Marcey L. Grigsby
Signature:	/Marcey L. Grigsby/
Date:	12/22/2009
Total Attachments: 5 source=Assignment Agreement#page1.tif source=Assignment Agreement#page2.tif source=Assignment Agreement#page3.tif source=Assignment Agreement#page4.tif source=Assignment Agreement#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), is made by and between Fertile Hope, a California nonprofit public benefit corporation ("Assignor"), and the Lance Armstrong Foundation, a Texas nonprofit corporation ("Assignee").

WHEREAS, Assignor is the sole owner of all right, title and interest in and to the trademarks set forth in Schedule A, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks and all of the goodwill associated therewith;

WHEREAS, Assignor and Assignee are parties to the asset purchase agreement, dated as of June 18, 2009 (the "Asset Purchase Agreement"), by which Assignee acquired the assets of Assignor, including all intellectual property and trademarks of Assignor, including the Assigned Marks; and

WHEREAS, Assignee and Assignor are desirous of executing this instrument of assignment for recordation with the United States Patent and Trademark Office.

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

1. Assignor does hereby transfer, convey, assign and deliver to Assignee (i) all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; (ii) all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and (iii) all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor agrees on behalf of itself, its directors, officers, employees, agents, successors, assigns, and legal representatives to execute any and all papers and instruments and to do any and all acts which may be necessary or reasonably requested by Assignee, in order to carry into full force and effect this Assignment, including without limitation to vest in Assignee title in and to the Assigned Marks.

3. This Assignment may be executed and delivered (including by facsimile transmission or otherwise electronically) simultaneously in counterparts, each of which when executed will be deemed an original but all of which together will constitute one and the same instrument.


4. This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects, including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

5. This Assignment shall be effective as of the Closing Date of the Asset Purchase Agreement, as such term is defined therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of December 18, 2009.

**FERTILE HOPE**

By:   
Name: Lindsay Beck  
Title: Executive Director

Acknowledged and Agreed:

**LANCE ARMSTRONG FOUNDATION**

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

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of December 18, 2009.

**FERTILE HOPE**

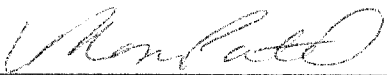
By: \_\_\_\_\_

Name: Lindsay Beck

Title: Executive Director

Acknowledged and Agreed:

**LANCE ARMSTRONG FOUNDATION**

By: 

Name: *Marshall*

Title: *General Counsel*

SCHEDULE A:  
THE ASSIGNED MARKS

<u>Serial Number</u>	<u>Mark</u>
77702843	Fertile Hope
77702841	Fertile Hope
77702838	Fertile Hope
77702831	Fertile Hope
77702823	Fertile Hope
77702833	Fertile Hope