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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
William J. Clinton Foundation		07/06/2010	CORPORATION: ARKANSAS
American Heart Association, Inc.		06/30/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Alliance for a Healthier Generation, Inc.	
Street Address:	1200 President Clinton Ave.	
City:	Little Rock	
State/Country:	ARKANSAS	
Postal Code:	72201	
Entity Type:	CORPORATION: ARKANSAS	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3574597	HEALTHY SCHOOLS BUILDER
Registration Number:	3529423	HEALTHY SCHOOLS PRODUCT NAVIGATOR
Registration Number:	3502258	G
Serial Number:	77216861	ALLIANCE FOR A HEALTHIER GENERATION

CORRESPONDENCE DATA

Fax Number: (501)376-9442

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (501) 371-0808

Email: jdougherty@wlj.com

Correspondent Name: J. Charles Dougherty

Address Line 1: 200 W. Capitol Ave., Ste. 2300
Address Line 4: Little Rock, ARKANSAS 72201

NAME OF SUBMITTER:	J. Charles Dougherty	
Signature:	/chuck dougherty/	TRADEMARK

900174111 REEL: 004297 FRAME: 0323

Date:	10/15/2010
Total Attachments: 2 source=Alliance_TM_Assign#page1.tif source=Alliance_TM_Assign#page2.tif	

TRADEMARK REEL: 004297 FRAME: 0324

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), effective as of the date of last signature hereto (the "Effective Date"), is made and entered into by and among the American Heart Association, Inc., a New York corporation with a principal place of business at 7272 Greenville Ave., Dallas, Texas 75231 ("AHA") and The William J. Clinton Foundation, an Arkansas corporation with a principal place of business at 1200 President Clinton Ave., Little Rock, Arkansas 72201 ("Clinton Foundation," collectively with AHA referred to herein as "Assignors"), and the Alliance for a Healthier Generation, Inc., an Arkansas corporation with a principal place of business at 1200 President Clinton Ave., Little Rock, Arkansas 72201 ("Assignee"). Assignors and Assignee are collectively referred to herein as the "Parties," or singularly as a "Party."

WHEREAS, the Assignors are the joint owners of trademark and/or service mark rights in the following marks, and applicable registrations and applications for registration thereof:

Mark: "Healthy Schools Builder" (U.S. Registration # 3,574,597);

Mark: "Healthy Schools Product Navigator" (U.S. Registration # 3,529,423);

Mark: "G (stylized)," also referred to as "HUGO" (U.S. Registration # 3,502,258);

Mark: "Alliance for a Healthler Generation" (U.S. Serial # 77/216,861).

The foregoing are collectively referred to as the "Trademarks."

WHEREAS, Assignors desire to assign and transfer and Assignee desires to accept and acquire all rights to the Trademarks.

NOW THEREFORE, in consideration of the mutual agreements herein, the payment of \$1.00 (U.S.) by Assignee to Assignors, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment of Trademarks</u>. Assignors hereby assign and transfer to Assignee (a) all of their right, title, and interest in the Trademarks, including (without limitation) any and all worldwide common law rights and the goodwill attaching to or associated with the Trademarks and (b) the right to sue for and recover damages and other remedies in respect of any past, current, and/or future infringement of, or other violation of the rights to, the Trademarks.
- 2. <u>Cooperation</u>. Assignors agree to cooperate with Assignee in all matters related to the protection, registration, and enforcement of the Trademarks, including (without limitation) executing all necessary or desirable documents and oaths necessary to effectuate and record this assignment and providing testimony and information regarding all prior use of the Trademarks.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the Effective Date.

BY AHA

Date: 6/30/2011

David Wm. Livingston,

EVP, Corporate Secretary, and General Counsel, American Heart Association, Inc.

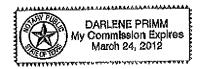
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TRADEMARK
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STATE OF TEXAS) COUNTY OF DALLAS)

BEFORE ME, the undersigned Notary Public, personally appeared David Wm, Livingston, known to me to be the EVP, Corporate Secretary, and General Counsel of the American Heart Association, Inc., whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the American Heart Association, Inc. and that he has executed same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of



BY CLINTON FOUNDATION:

07/04/2010

Bruce R. Lindsev. CEO, The William J. Clinton Foundation

STATE OF ARKANSAS) COUNTY OF PULASKI)

BEFORE ME, the undersigned Notary Public, personally appeared Bruce R. Lindsey. known to me to be the CEO of The William J. Clinton Foundation, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of The William J. Clinton Foundation and that he has executed same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this Lett day of July, 2010.

BY ASSIGNEE:

Alliance for a Healthier Generation

RECORDED: 10/15/2010

TRADEMARK REEL: 004297 FRAME: 0326