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 D:\RALPH N. GABOURY, ESQ. COMPANY:740 WEST BOSTON POST ROAD

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
Julia Dyckman Andrus Memorial, Inc.		07/26/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Sandra L. Bloom MD		
Street Address:	13 Druim Moir Lane		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19118		
Entity Type:	INDIVIDUAL: USA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77470096	THE SANCTUARY INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	(914)381-7608		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9143817600		
Email:	rgaboury@dorflaw.com		
Correspondent Name:	Ralph N. Gaboury, Esq.		
Address Line 1:	740 West Boston Post Road		
Address Line 2:	Suite 304		
Address Line 4:	Mamaroneck, NEW YORK 10543		
ATTORNEY DOCKET NUMBER:	3081/08		
NAME OF SUBMITTER:	Ralph N. Gaboury, Esq.		
Signature:	/Ralph Gaboury/		

OP \$40.00 77470096

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D:RALPH N. GABOURY, ESQ. COMPANY:740 WEST BOSTON POST ROAD

Date:

02/07/2011

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark agreement ("Agreement") is by and between Julia Dyckman Andrus Memorial, Inc., a New York corporation with principal offices located at 1156 North Broadway, Yonkers, New York 10701 ("Assignor") and Sandra L. Bloom, MD, an individual residing at 13 Druim Moir Lane, Philadelphia, PA 19118 ("Assignee").

WHEREAS, Assignor, is the owner of United States Trademark Registration Application Ser. No. 77/470096 for the mark SANCTUARY INSTITUTE on file with the United States Patent and Trademark Office (the "Trademark");

WHEREAS, the parties are concurrently entering into a Consulting and License Agreement that cross-references this Assignment of Trademark agreement, and enter into the same in conjunction and in accordance therewith;

WHEREAS, as an inducement for Assignee to enter into the Consulting and License Agreement; Assignee requires Assignor to assign the Trademark to her; and

WHEREAS, Assignee, wishes to acquire the entire right, title, and interest in the Trademark pursuant to said Consulting and License Agreement.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest, including but not limited to, all registrations, pending registration applications, and all other registration rights throughout the world with respect to the Trademark, all rights to prepare derivative marks, all goodwill, all enforcement rights, all rights to collect monies for infringements both past and present, and all other rights in and to the Trademark. To its knowledge, Assignor has good and marketable title to the Trademark and has the ability to vest such title in Assignee, free and clear of any liens or encumbrances.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$10 (ten dollars).
3. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
4. Governing Law. This Agreement shall be legally binding and construed and enforced in accordance with, and all actions arising hereunder shall be governed by, construed and enforced under the laws of the State of New York, without regard to its conflicts of laws principles.

5. Further Assurances. Assignor will execute such other forms or instruments and take such further actions as are reasonably necessary, without additional consideration, in order to effectuate the intent and purpose of this Assignment.

6. Counterparts. This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together will be one and the same instrument. Signatures by facsimile and other electronic means shall be treated as original signatures for all purposes under this Agreement.

Julia Dyckman Andrus Memorial, Inc.

Sandra Bloom, MD

By: Nancy Woodruff Dent
Name: Nancy Woodruff Dent
Its: President and CEO
Date: July 26, 2010

Signature: _____

Date:

5. Further Assurances. Assignor will execute such other forms or instruments and take such further actions as are reasonably necessary, without additional consideration, in order to effectuate the intent and purpose of this Assignment.

6. Counterparts. This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together will be one and the same instrument. Signatures by facsimile and other electronic means shall be treated as original signatures for all purposes under this Agreement.

Julia Dyckman Andrus Memorial, Inc.

Sandra Bloom, MD

By: _____
Name:
Its:
Date:

Signature: 
Date: