

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	letter agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Planet Cancer		10/16/2009	nonprofit corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Lance Armstrong Foundation		
Street Address:	2201 E. 6th Street		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78702		
Entity Type:	nonprofit corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3090195	PLANET CANCER	
CORRESPONDENCE DATA			
Fax Number:	4156597357		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 837.2557		
Email:	tmfilings@dlapiper.com		
Correspondent Name:	Heather A. Dunn, Esq.		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	354932-356		
NAME OF SUBMITTER:	Cheryl A. Goodall		
Signature:	/Cheryl A. Goodall/		
Date:	04/20/2012		

CH \$40.00 3090195

Total Attachments: 8

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LANCE ARMSTRONG FOUNDATION
2201 EAST SIXTH STREET
AUSTIN, TEXAS 78702

October 16, 2009

Planet Cancer
314 E. Highland Mall Blvd, Ste. 306
Austin, Texas 78752

Attention: Heidi Adams, Executive Director

Dear Heidi:

This letter agreement (this "Agreement"), when executed by you, will set forth our mutual understanding with respect to (i) the purchase by Lance Armstrong Foundation, a Texas nonprofit corporation ("Buyer"), of the assets of Planet Cancer, a Texas nonprofit corporation ("Seller"), listed on Exhibit A hereto (the "Assets") in accordance with the terms and conditions set forth in this Agreement, and (ii) certain other agreements relating to the sale of the Assets between Buyer and Seller, as contemplated herein (such agreements, together with the sale of Assets, collectively referred to as the "Transaction").

REDACTED

REDACTED

FROM

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REDACTED

If this Agreement correctly sets forth the understanding between us, please sign two copies of this Agreement and return one executed copy to Buyer.

Very truly yours,

BUYER:

LANCE ARMSTRONG FOUNDATION

By: 
Name: Doug Ulman
Title: President & CEO

ACCEPTED AND AGREED TO this 16 day of October 2009:

SELLER:

PLANET CANCER

By: 
Name: Heidi Adams
Title: Executive Director

Exhibit A

- All cash and cash equivalents (which are comprised of gifts from Planet Cancer donors) remaining after Planet Cancer's indebtedness is retired, such cash and cash equivalents to be used by LAF solely to fund the young adult programs and initiatives LAF undertakes to fulfill the Planet Cancer commitment.

1. Cash in the bank: \$311,838.87 (Note: \$91,213.70 is in a CD)
 Per Planet Cancer's Board resolution on October 7, 2009, \$50K to be paid by Planet Cancer to Heidi Adams as a transaction bonus before the remainder of the cash is transferred to LAF. \$15K to be held by Planet Cancer to cover the wind-down expenses for Planet Cancer (payroll through October 15, 2009, lease termination expenses, bookkeeper expenses, misc. outstanding expense reimbursements and invoices); remainder to be transferred to the LAF within thirty (30) days of the date of this Agreement.

2. Pledged to receive by year-end: approximately \$70K
 \$50K from Jere Robins as annual unrestricted donation to Planet Cancer.
 \$20K from Seppi for "Ideas that Matter" award - Amount may vary slightly, as it is to be disbursed only as reimbursement for actual costs of AdvoKit campaign materials production.

3. Pledged for spring 2010:
 Minimum \$25K from the Tour de Lis; total proceeds will now be split 50/50 between LAF and CAGNO.

- All Planet Cancer programs, development initiatives and related assets, including without limitation: (i) all contracts related to such programs and initiatives, including all Planet Cancer rights and obligations there under and (ii) all other assets, including all intellectual property and trademarks, owned or used by Planet Cancer to carry out such programs and initiatives.

Planet Cancer programs and clients to the LIVESTRONG/Planet Cancer Platform, include:

1. The Advocacy Roadshow (currently booked through February 2010).
2. "Welcome to our World" toolkit and grassroots advocacy activities.
3. Planet Cancer young adult retreats.
4. MyPlanet online social network.
5. Planet Cancer website.
6. Local Austin YA group.
7. AYA Oncology CME initiative (collaboration with PER).

- The Planet Cancer website, My Planet social network, and other communications vehicles and materials.

- All computer equipment, databases, giving records, contact information, remaining pledge agreement data, and all other fundraising assets and information related to previous or potential future donors to Planet Cancer including, but not limited to, corporate partners, individuals, foundations and other organizations.
- Contracts to be assumed:
 1. Contract with Sarah Westlund, independent contractor, coordinating Planet Cancer's Advocacy Roadshow and AdvoKit production/dissemination. (\$3,000 per month through end of October 2009).
 2. Licensing Agreement between Heidi Adams and Planet Cancer relating to "Planet Cancer."
 3. Contract with the Acceleration Agency to build Planet Cancer healthcare provider Microsite (\$5,000 funding to come from the Seppi Award won by Planet Cancer).
 4. The Seppi "Ideas that Matter" Award, to be used to fund Acceleration Agency contract.
 5. NING Contract (oral) relating to hosting of My Planet Network on its platform.
 6. Agreement with Next Step (oral) to run on YA Retreat October 23-25, 2009.

Exhibit B

BILL OF SALE

This Bill of Sale ("Bill of Sale") is entered into as of October 12, 2009 by and between LANCE ARMSTRONG FOUNDATION, a Texas nonprofit corporation ("Buyer"), and PLANET CANCER, a Texas nonprofit corporation ("Seller").

RECITALS:

1. Pursuant to the letter agreement of even date herewith (the "Letter Purchase Agreement"), by and between Buyer and Seller, Seller has agreed to sell, and Buyer has agreed to purchase, the Assets (as such term is defined in the Letter Purchase Agreement) of Seller.

2. It is a condition to closing of the transaction contemplated by the Letter Purchase Agreement that Seller execute and deliver this Bill of Sale for the purpose of transferring the Assets to Buyer, and it is the desire of Buyer to execute and deliver this Bill of Sale for the purpose of acquiring all of the Assets.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth in the Letter Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale and Transfer. Seller hereby grants, bargains, sells, conveys, transfers, assigns and delivers unto Buyer, its successors and assigns, good and marketable title to the Assets and all of Seller's right, title and interest, legal and equitable, in and to the Assets, to have and to hold all and singular the Assets hereby granted, bargained, sold, conveyed, transferred, assigned and delivered unto Buyer, its successors and assigns. This assignment, transfer and conveyance is made pursuant to the terms and conditions contained in the Letter Purchase Agreement, and is effective as of this date.

2. Further Assurances. Seller hereby covenants and agrees with Buyer, its successors and assigns, that from time to time after the delivery of this Bill of Sale, at Buyer's request and without further consideration, Seller will execute and deliver to Buyer such other and further instruments of transfer, assignment and conveyance and all such notices, releases, acquittances and other documents and will do or cause to be done all and every such further act as September be necessary to transfer, assign and convey to and vest in Buyer all and singular the Assets hereby sold, conveyed, transferred, assigned and delivered to Buyer or intended so to be. No provision contained in this Bill of Sale shall be deemed to enlarge, diminish, amend or alter the terms or provisions of the Letter Purchase Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Bill of Sale to be executed by a duly authorized officer as of the date first written above.

BUYER:

LANCE ARMSTRONG FOUNDATION

By: 
Name: Doug Ulman
Title: President & CEO

SELLER:

PLANET CANCER

By: 
Name: Heidi Adams
Title: Executive Director