

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chemotherapy Foundation, Inc.		05/15/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PER Events, LLC		
Street Address:	666 Plainsboro Road		
City:	Plainsboro		
State/Country:	NEW JERSEY		
Postal Code:	08536		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2956655	CHEMOTHERAPY FOUNDATION SYMPOSIUM INNOVA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	shpulaski@shpulaskilaw.com		
Correspondent Name:	Shannon Hennessy Pulaski		
Address Line 1:	1601 Perrineville Road #7337		
Address Line 4:	Monroe Twp, NEW JERSEY 08831		
NAME OF SUBMITTER:	Shannon Hennessy Pulaski		
SIGNATURE:	/Shannon Hennessy Pulaski/		
DATE SIGNED:	05/30/2015		
Total Attachments: 4			
source=Trademark Assignment 5-15-15#page1.tif			
source=Trademark Assignment 5-15-15#page2.tif			
source=Trademark Assignment 5-15-15#page3.tif			
source=Trademark Assignment 5-15-15#page4.tif			

OP \$40.00 2956655

Assignment of Trademarks in Connection with Asset Purchase Agreement

This Assignment of Trademarks (this "Assignment") is made on 5/15/15 by PER Events, LLC a New Jersey limited liability company with a place of business at 666 Plainsboro Road, Plainsboro New Jersey 08536 ("Assignee") and The Chemotherapy Foundation, Inc., a New York Corporation with a place of business at 183 Madison Avenue New York, New York 10016 ("Assignor").

Whereas, Assignor is entering into an Asset Purchase and Sale Agreement (the "Purchase Agreement") contemporaneously with the execution of this Assignment; and

Whereas, among the assets to be transferred by Assignor to Assignee under the Purchase Agreement are the trademarks (including previously used design elements associated with use of such trademarks, but not including the "*inverted flask and caduceus logo*" design feature which remains the intellectual property of Assignor) set forth in **Schedule A** attached to this Assignment, hereinafter called the "Marks"; and

Whereas, Assignor warrants that it owns all rights, title and interests in the Marks and Assignor desires to assign all rights, title, and interests in and to the Marks to Assignee ("**All Rights in the Mark**"); and

Whereas, Assignee desires to accept Assignment of All Rights in the Marks, including the following:

1. U.S. trademark registrations listed in the attached **Schedule A**;
2. Previously used design elements associated with use of the Marks in the attached **Schedule A**, but not including the "*inverted flask and caduceus logo*" design feature which remains the intellectual property of Assignor);
3. All of the goodwill associated with the use of the Marks in **Schedule A**; and
4. All other rights, including common-law rights, relating to the Marks to the extent such rights exist.

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Purchase and Sale of Trademark.** Assignor does now hereby agrees to sell, convey, transfer, and assign to Assignee, and Assignee hereby agrees to purchase from Assignor, upon the terms and conditions of this Agreement all of Assignor's rights, title, and interest in the Marks, including, but not limited to, all goodwill associated with the Marks, the federal registrations and all other rights or claims of every type and nature and whenever situated, real, personal, tangible, intangible, or contingent. The rights of Assignee at common law and to the end of the term or terms of which registration of the Marks may be granted or renewed are to be

held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Marks and damages by reason of past infringements of the Marks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

2. Execution of Documents. Assignor will (i) execute such additional documents as are necessary to defend, register, or otherwise give full effect to and perfect the rights of Assignee to the Mark; and (ii) take such further actions as Assignee may reasonably request in order to register and record this Assignment at the appropriate registries to demonstrate Assignee's title to the Mark.

3. Trademark Warranties. Assignor represents and warrants that: (a) it is the legal owner of the Marks; (b) it possesses the legal right and authority to enter into this Agreement and to transfer the ownership of the Marks to the Assignee; (c) the Marks are not the subject of a cancellation proceeding in the United States Patent and Trademark Office and no such proceeding has been threatened; (d) the Marks are currently in full force and effect; and (e) it has not granted any licenses for the Marks to any third parties. Assignor further represents and warrants that: (a) it has not been threatened with, and is not currently a party to, any legal or administrative action alleging that the Assignor's use of the Marks infringes on the rights of another party or challenging ownership over the Marks; and (b) neither Assignor nor any parent, subsidiary, or affiliated company of Assignor has been notified that use of the Marks by Assignor or any parent, subsidiary, or affiliated company of Assignor violates the trademark or other rights of any third party.

4. Discontinuance. Immediately upon execution of this Agreement, Assignor will discontinue all use of the Marks except Assignor may continue to use the marks THE CHEMOTHERAPY FOUNDATION or CHEMOTHERAPY FOUNDATION as set forth in a Co-existence Agreement entered into by the Parties. Assignor agrees that it will not use the Marks on any goods and/or services or as a trade name in the future. Assignor will not adopt or use any mark or name confusingly similar to that sold or which tends to dilute its distinctiveness.

5. Successors and Assigns. This Assignment shall be binding upon the successors and assigns of Assignors and Assignee.

6. Governing Law. The validity, interpretation, and performance of this Agreement shall be determined in accordance with the laws of the State of New Jersey without regard to its conflicts of law principle. Any controversy or dispute arising out of this Agreement, the interpretation of any of provision hereof, or the action or inaction of any party hereunder shall be submitted to JAMS for arbitration in Middlesex County, New Jersey under the commercial arbitration rules then in force for that organization. The arbitration shall be conducted by a single arbitrator (the "Arbitrator") chosen pursuant to the procedures of JAMS. The Arbitrator shall issue a written opinion of his or her decision which shall be based on the substantive laws of the State of New Jersey. The arbitrator shall not be empowered to award special,

consequential or punitive damages under any circumstances. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the Parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party shall have the right, without waiving any right or remedy available to such party under this agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim, provisional, or permanent relief, including but not limited to temporary restraining orders or preliminary or permanent injunctions, that is necessary or desirable to protect the intellectual property rights of such party.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

WITNESS our signatures as of the day and date first above stated.

Assignor:

THE CHEMOTHERAPY FOUNDATION, INC.

By: Edward A. Ambinder
Name: EDWARD A. AMBINDER
Title: ASSOCIATE MEDICAL DIRECTOR

Assignee:

PER EVENTS, LLC

By: Ned Glasser
Name: Ned Glasser
Title: CFO

Schedule A

MARK	REGISTRATION NUMBER (If Available)
CHEMOTHERAPY FOUNDATION SYMPOSIUM	
CHEMOTHERAPY FOUNDATION SYMPOSIUM INNOVATIVE CANCER THERAPY FOR TOMORROW	2956655