

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
University of Washington		10/12/2015	STATE AGENCY: WASHINGTON
RECEIVING PARTY DATA			
Name:	American College of Surgeons		
Street Address:	633 N. St. Clair Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4548592	STRONG FOR SURGERY	
CORRESPONDENCE DATA			
Fax Number:	3127595646		
<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>			
Phone:	312-357-1313		
Email:	mvalone@btlaw.com		
Correspondent Name:	BARNES & THORNBURG LLP		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690		
ATTORNEY DOCKET NUMBER:	39187-243973		
NAME OF SUBMITTER:	Melissa A. Vallone		
SIGNATURE:	/mvalone/		
DATE SIGNED:	10/23/2015		
Total Attachments: 5			
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STRONG FOR SURGERY TRANSITION AGREEMENT

This Transition Agreement (the "Agreement") is entered into as of August __, 2015 (the "Effective Date") by and between the University of Washington ("UW") and the American College of Surgeons ("ACS").

WHEREAS, UW has developed a program for preoperative readiness currently entitled *Strong for Surgery* and the content, materials, documents, software, user interface, research and information related to the program as further described in Schedule 1 (collectively "the S4S Program");

WHEREAS, ACS desires to adapt the concept and current components of the S4S Program into a premier program for the preoperative readiness through the implementation of the current S4S Program elements and other ACS program components; and


WHEREAS, UW desires to assign to ACS all rights in the trademarks and to the copyrights in the S4S Program and any other intellectual property rights as set forth in Schedule 1; and

WHEREAS, ACS desires to obtain such rights and to continue with the management, maintenance, development, provision and distribution of S4S Program.

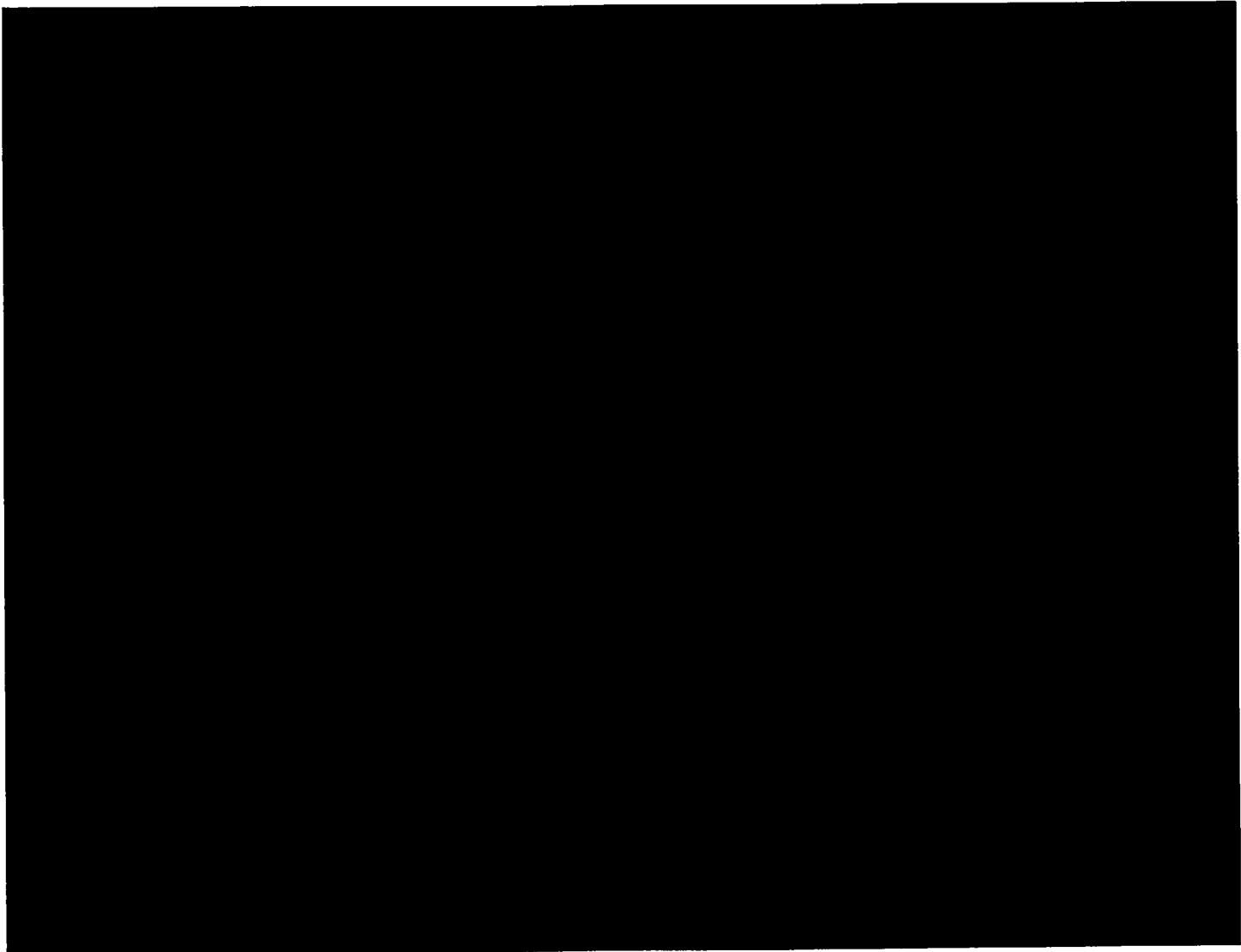
NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UW and ACS agree as follows:

1. Grant of Rights:

UW hereby assigns and transfers to ACS all right, title and interest in and to: (a) the trademarks used in conjunction with the S4S Program, including STRONG FOR SURGERY and variations thereof and S4S as identified in Schedule 1 (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, all registrations of the Trademarks heretofore granted or applied for, including U.S. Registration number 4548592 for the mark STRONG FOR SURGERY, any and all common law rights to the Trademarks in the United States and any state thereof and in any country in the world; and (b) the S4S Program materials identified in Schedule 1 under Article 1(b), including the copyright therein and all rights in the S4S Program content provided by law, including but not limited to all future revisions and/or derivatives thereto, including any copyrights therein, in all languages and in all forms now known or later developed, including but not limited to electronic formats from which the S4S Program can be perceived, reproduced, or otherwise communicated either directly or with the aid of a machine or device for the full term of copyright, and all renewals and extensions thereof throughout the world (the "Materials").



4. **Consideration:** In consideration of the grant of license in Article 3 of this Agreement, the Parties agree to forego the payment of any fees. For a period of ten (10) years from the Effective Date, ACS agrees to acknowledge UW's contribution to the S4S Program by including the following statement in written and electronic materials produced for the S4S Program: "Strong for Surgery, a program of the ACS and the University of Washington."



This Agreement is the entire agreement between the parties regarding the S4S Program, and supersedes all previous agreements between the parties. This Agreement shall not be modified, amended or altered in any way except in writing signed by all parties.

In connection with this Agreement, the parties agree and specifically state that neither party shall assume any liabilities or obligations of the other party of any type or nature.

This Agreement may be executed in duplicate, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates shown below.

American College of Surgeons

By: Gay Vincent

Name: Gay L. Vincent, CPA MBA
Title: Chief Financial Officer

Date: 10/12/15

University of Washington

By: [Signature]

Name: Fiona Wisa, Ph.D. MBA
Title: Director of Technology Licensing

Date: 09/30/15

Read and Understood: For the Department of Surgery

By: [Signature]

Name: Carlos Pellegrini

Title: Professor & Chair, Dept. of Surgery

Date: 9/20/15

Read and Understood: UW Faculty

By: [Signature]

Name: DAN FUM

Title: Professor Surgery

Date: 11/24/15

