

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368489

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|---|--|---|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| American Osteopathic Association | | 12/17/2015 | non-profit corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Accreditation Association for Ambulatory Health Care, Inc. | | |
| Street Address: | 5250 Old Orchard Road | | |
| Internal Address: | Suite 200 | | |
| City: | Skokie | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60077 | | |
| Entity Type: | NOT-FOR-PROFIT CORPORATION: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3760566 | HFAP HEALTHCARE FACILITIES ACCREDITATIO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128767934 | | |
| <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: | 312.876.2837 | | |
| Email: | trademarks.us@dentons.com, tara.sliva@dentons.com, danielle.perkins@dentons.com, katie.krutzsch@dentons.com | | |
| Correspondent Name: | Tara Reedy Sliva | | |
| Address Line 1: | P.O. Box #061080 | | |
| Address Line 2: | Wacker Drive Station, Willis Tower | | |
| Address Line 4: | Chicago, ILLINOIS 60606-1080 | | |
| ATTORNEY DOCKET NUMBER: | 09816670-000004 | | |
| NAME OF SUBMITTER: | Tara Reedy Sliva | | |
| SIGNATURE: | /tara reedy sliva/ | | |
| DATE SIGNED: | 01/08/2016 | | |
| Total Attachments: 2 | | | |
| source=Assignment#page1.tif | | | |

OP \$40.00 3760566

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this 17 day of December 2015 (the "Effective Date"), by and between American Osteopathic Association, an Illinois non-profit corporation having its principal place of business at 142 East Ontario Street, Chicago, Illinois 60611 ("Assignor") and Accreditation Association for Ambulatory Health Care, Inc., an Illinois not-for-profit corporation having its principal place of business at 5250 Old Orchard Road, Suite 200, Skokie, Illinois, 60077 ("Assignee").

WHEREAS, Assignor is the owner of the trademark and the United States trademark registration for the mark HFAP HEALTHCARE FACILITIES ACCREDITATION PROGRAM and Design, U.S. Registration No. 3,760,566 issued March 16, 2010 (the "Mark");

WHEREAS, Assignor wishes to assign and transfer all rights in the Mark to Assignee, and Assignee wishes to acquire all rights in the Mark from Assignor;

NOW, THEREFORE, for and in full consideration of the mutual promises contained herein and other good and valuable consideration between parties, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all worldwide right, title and interest in the Mark, including without limitation any application or registration therefor in any jurisdiction, any common law rights therein, and any trade name, business name or domain name incorporating the Mark, and any other rights Assignor may have in the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark, and together with all causes of action for the infringement of the Mark.

2. Warranties. Assignor represents and warrants that (i) it is the owner of all right, title and interest in the Mark, and has not granted any rights or interests in the Mark to any other person or entity, or otherwise encumbered the Mark in any manner; (ii) it has the authority to enter into this Agreement and fully perform all of its obligations hereunder; (iii) to its knowledge, the statements made in the applications for trademark registration of the Mark are true and correct; and (iv) to its knowledge, there is no claim or threatened claim that the Mark or its use of the Mark infringes, violates or breaches the rights of any other person or entity.

3. Entire Agreement. This Agreement constitutes the entire understanding of the parties, and supersedes any prior agreements or communications, concerning the subject matter described herein and therein.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement as of the Effective Date.

American Osteopathic Association

Accreditation Association for Ambulatory Health Care, Inc.

By: Joshua L. Prober
Name: Joshua L. Prober
Title: Senior Vice President/General Counsel
Date: December 17, 2015

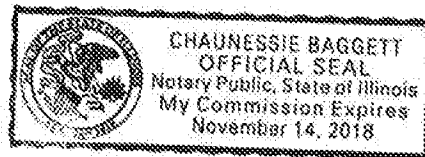
By: Stephen A. Martin, Jr.
Name: Stephen A. Martin, Jr., PhD, RPH
Title: President + CEO
Date: Dec. 4, 2015

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
);SS
COUNTY OF COOK)

Be it remembered on this 17 day of December 2015, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Joshua L. Prober, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he was at the time of the execution thereof the Senior Vice President & General Counsel of the American Osteopathic Association, the assignor in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

Chaunessie Baggett
Notary Public



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