

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391239

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Miracle Babies		06/17/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Children's Miracle Network		
<b>Doing Business As:</b>	Children's Miracle Network Hospitals		
<b>Street Address:</b>	205 West 700 South		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84101		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85590696	MIRACLE BABIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8016067615		
<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>			
<b>Phone:</b>	8012147519		
<b>Email:</b>	asjoblom@cmnhospitals.com		
<b>Correspondent Name:</b>	J. Andrew Sjoblom		
<b>Address Line 1:</b>	205 West 700 South		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84101		
<b>NAME OF SUBMITTER:</b>	J. Andrew Sjoblom		
<b>SIGNATURE:</b>	/s/J. Andrew Sjoblom		
<b>DATE SIGNED:</b>	07/12/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment Agreement") is made by and between Children's Miracle Network d/b/a Children's Miracle Network Hospitals ("Assignee"), a Utah non-profit corporation and Miracle Babies ("Assignor"), a California non-profit corporation. CMNH and Miracle Babies are referred to collectively herein as the "Parties."

### Recitals

A. WHEREAS, Assignor has adopted and used the marks MIRACLE BABIES, MIRACLE CIRCLE, RAISING MIRACLES and Assignor has applied for registration of the following mark in the United States, United States Trademark Serial No. 85/590,696 for the following mark:



B. WHEREAS, Assignor and Assignee have entered into a Settlement Agreement to resolve disputes regarding the above-referenced marks; and

C. WHEREAS, Assignor and Assignee desire to memorialize the assignment of all rights and goodwill associated with the above-referenced marks from Assignor to Assignee.

D. WHEREAS the "Marks" shall refer to MIRACLE BABIES, MIRACLE CIRCLE, RAISING MIRACLES and the following mark that is the subject of U.S. Trademark Application No. 85/590,696 filed April 12, 2012:



### Agreement

NOW, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby assign to Assignee, its successors and assigns, full and exclusive right, title, and interest in and to the Marks and all rights associated with the Marks in the U.S. and Canada, including without limitation any and all common law trademark rights associated with the Marks, any and all state trademark and federal trademark registrations associated with the Marks (including but not limited to United States Trademark Application No. 85/590,696 filed April 5, 2012), all goodwill associated with and symbolized by the Marks, any and all stylized and typed versions of the Marks, the right to obtain further trademark registrations related thereto, the right to sue for infringements and past infringements of the marks, and any other rights associated with the Marks.

2. Assignor does hereby assign to Assignee all domain names and social media accounts containing the terms "miracle" or "miracles," including but not limited to miraclebabies.org.

3. Assignor covenants and agrees not to challenge the validity or enforceability of this Assignment Agreement on any grounds, including, without limitation, on the ground that it constitutes an assignment in gross.

4. Assignor hereby authorizes the Director of the United States Patent and Trademark Office to record this Assignment Agreement for the sole benefit of Assignee, its successors, assigns and legal representatives.

5. Following execution of this Assignment Agreement by the Parties, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

6. The Parties agree that nothing in this Assignment Agreement shall constitute an assignment by Assignor to Assignee of any right, title, or interest in or to the following design mark bearing Registration No. 4,345,294 (Serial No. 85/590,735) ("Design Mark"):



For the avoidance of doubt, the Design Mark and all rights pertaining thereto shall not be considered to be associated with or related to the Marks.

7. The Parties hereto acknowledge and agree that this Assignment Agreement is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Marks. The representations, warranties, covenants, agreements and indemnities contained in the Settlement Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

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Signatures:

**CHILDREN'S MIRACLE NETWORK**

By: Teri Nestel  
Name: Teri Nestel  
Title: Chief Admin Officer  
Date: 6/10/2016

**MIRACLE BABIES**

By: M. M.  
Name: Magen Mortazavi  
Title: Co-Founder / Board member  
Date: 6/17/14

TRADEMARK