

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South Texas Blood & Tissue Center		01/01/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	GenCure		
Street Address:	6211 IH-10 West		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78201		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4459383	GENCURE	
Registration Number:	4724357	GENCURE	
Registration Number:	3014283	TEXAS CORD BLOOD BANK	
Registration Number:	3054170		
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:	PMILLER@KREAGERMITCHELL.COM		
Correspondent Name:	Prentice Miller		
Address Line 1:	7373 BROADWAY		
Address Line 2:	Suite 500		
Address Line 4:	San Antonio, TEXAS 78209		
NAME OF SUBMITTER:	Prentice Miller		
SIGNATURE:	/Prentice Miller/		
DATE SIGNED:	09/12/2016		
Total Attachments: 3			
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OP \$115.00 4459383

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment"), is made and entered into effective as of January 1, 2016 (the "Effective Date"), by and between the South Texas Blood & Tissue Center, a Texas non-profit corporation, having a place of business located at 6211 IH-10 West, San Antonio, Texas 78201 ("Assignor"), and GenCure, a Texas non-profit corporation, with a place of business located at 6211 IH-10 West, San Antonio, Texas 78201 ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted, used and is using in interstate commerce each of the trademarks and logos set forth on Exhibit "A" attached hereto since at least the first date set forth next to such trademark and logo set forth on Exhibit "A" (collectively, the "Trademarks"), in connection with its medical and biomedical services and research business; and

WHEREAS, Assignee is desirous of acquiring the said Trademarks;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to: (i) the Trademarks and the Trademark registrations and applications therefor, (ii) the goodwill of the business connected with the use of and symbolized by the Trademarks, (iii) all causes of actions, claims and demands for, or arising from any infringement, including the right to sue for and recover damages, assert, settle and/or release claims or demands and obtain all other remedies and relief at law or equity for any past, present or future infringement of the Trademarks, and (iv) all rights corresponding thereto throughout the world.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, any official of any countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and the title thereto as the property of Assignee, its successors and assigns, at the cost and expense of Assignee, in accordance with the terms of this Assignment.

Assignor and Assignee for themselves, and their respective successors and assigns, covenant and agree that they will do or cause to be done all such further acts and things, and will execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, any and all such further transfers, conveyances, instruments, powers of attorney and assurances, as the other party hereto may reasonably require for better assuring the assignment of the Trademarks and the goodwill associated therewith to Assignee and its successors and assigns, on the terms stated herein and in the Purchase Agreement.

This Assignment constitutes the entire agreement and supersedes all other prior agreements or understandings, whether written or oral, between the parties hereto with respect to the subject matter hereof.

This Assignment may be amended or modified only by means of a written instrument executed by all of the parties hereto.

This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas.

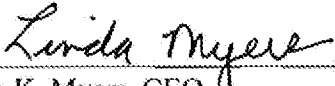
This Assignment shall bind and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors, legal representatives and assigns.

This Assignment may be executed in two or more counterparts, which together shall constitute a single instrument. Signatures of the parties hereto may be transmitted by facsimile or by email in portable document format (.pdf) and shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

South Texas Blood & Tissue Center

By: 
Linda K. Myers, CEO

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE

GenCure

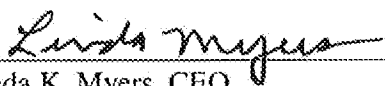
By: 
Linda K. Myers, CEO

EXHIBIT "A"

LIST OF REGISTERED TRADEMARKS

United States Federal Trademark Registrations

Trademark	Reg. No.	Reg. Date	Record Owner
Name – GenCure	4459383	12/31/2013	South Texas Blood & Tissue Center
Name - GenCure	4724357	8/12/2014	South Texas Blood & Tissue Center
Name – Texas Cord Blood Bank	3014283	11/8/2005	South Texas Blood & Tissue Center
Design – Cord Blood Heart	3054170	1/31/2006	South Texas Blood & Tissue Center