

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406774

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>RESUBMIT DOCUMENT ID:</b>	900385487		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sandra L. Bloom M.D.		07/26/2010	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Julia Dyckman Andrus Memorial, Inc.		
<b>Street Address:</b>	1156 North Broadway		
<b>City:</b>	Yonkers		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10701		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1745328	SANCTUARY	
<b>Registration Number:</b>	2845493	SANCTUARY IN THE SCHOOLS	
<b>Serial Number:</b>	77470096	THE SANCTUARY INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9143817608		
<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>	(914) 381-7600		
<b>Email:</b>	slocke@dorflaw.com		
<b>Correspondent Name:</b>	Scott D. Locke		
<b>Address Line 1:</b>	Dorf & Nelson LLP		
<b>Address Line 2:</b>	555 Theodore Fremd Ave.		
<b>Address Line 4:</b>	Rye, NEW YORK 10580		
<b>ATTORNEY DOCKET NUMBER:</b>	ANDRUS/BLOOM		
<b>NAME OF SUBMITTER:</b>	Scott D. Locke		
<b>SIGNATURE:</b>	/Scott D. Locke/		
<b>DATE SIGNED:</b>	11/29/2016		
<b>Total Attachments: 9</b>			

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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM406214

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		LICENSE	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sandra Bloom		07/26/2010	INDIVIDUAL:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Julia Dyckman Andrus Memorial, Inc.
<b>Street Address:</b>	1156 North Broadway
<b>City:</b>	Yonkers
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10701
<b>Entity Type:</b>	Corporation: NEW YORK

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	1745328	SANCTUARY
<b>Registration Number:</b>	2845493	SANCTUARY IN THE SCHOOLS
<b>Serial Number:</b>	77470096	THE SANCTUARY INSTITUTE

**CORRESPONDENCE DATA**  
 Fax Number: 9143817608  
*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.*  
 Phone: (914) 381-7600  
 Email: slocke@dorflaw.com  
**Correspondent Name:** Scott D. Locke  
**Address Line 1:** Dorf & Nelson LLP  
**Address Line 2:** 555 Theodore Fremd Ave.  
**Address Line 4:** Rye, NEW YORK 10580

<b>NAME OF SUBMITTER:</b>	Scott D. Locke
<b>SIGNATURE:</b>	/Scott D. Locke/
<b>DATE SIGNED:</b>	11/21/2016

**Total Attachments: 7**  
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OP \$90.00 1745328

## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made between Julia Dyckman Andrus Memorial, Inc., a New York corporation with principal offices located at 1156 North Broadway, Yonkers, New York 10701 ("Company" or "Andrus") and Sandra Bloom, MD, an individual residing at 13 Druim Moir Lane, Philadelphia, PA 19118 ("Dr. Bloom").

WHEREAS, the Company and Dr. Bloom, Inc. are concurrently entering into a Consulting and License Agreement (the "Consulting Agreement") that cross-references this Agreement, and enter into the same in conjunction and in accordance therewith;

WHEREAS, Dr. Bloom owns United States Trademark Registration Nos. 1,745,328 and 2,845,493 for the service marks SANCTUARY and SANCTUARY IN THE SCHOOLS (the "Registrations"), both being listed on the Principal Register maintained by the United States Patent & Trademark Office ("USPTO");

WHEREAS, per the Assignment of Trademark agreement cross-referenced in the Consulting Agreement, and executed between the parties in conjunction therewith, Dr. Bloom owns Application Ser. No. 77/470096 for the service mark SANCTUARY INSTITUTE pending before the USPTO (the "Application");

WHEREAS, the Company offers the following services:

the provision of professional training, consultation and program evaluation in the fields of mental health, child welfare and social services on behalf of vulnerable children and their families; therapeutic treatment services for psychiatric patients; therapeutic treatment services in the nature of social psychiatry to prevent violence; primary school and early childhood educational services;

hereafter referred to as the "COMPANY BUSINESS"; and

WHEREAS, Dr. Bloom desires to grant to Company an exclusive license to the service marks SANCTUARY, SANCTUARY IN THE SCHOOLS and SANCTUARY INSTITUTE, including the Registrations, the Application, and all current and future common law trademarks and/or service marks that incorporate the word SANCTUARY (collectively the "LICENSED TRADEMARKS");

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereto agree as follows:

## ARTICLE 1 - GRANT OF LICENSE

1.1 Dr. Bloom hereby grants to the Company, and the Company hereby accepts, an exclusive, worldwide, royalty-free license to use the LICENSED TRADEMARKS solely in connection with the COMPANY BUSINESS, subject to the limitations set forth in this Agreement. The license shall be exclusive to the Company with respect to the COMPANY BUSINESS, except as to those persons permitted to use the LICENSED TRADEMARKS set forth in Section 2.7 herein.

1.2 Except as provided in this Article, all licenses granted herein shall be nontransferable and nonassignable without the prior written consent of Dr. Bloom.

## ARTICLE 2- OWNERSHIP AND USE OF THE LICENSED TRADEMARKS

2.1 The Company acknowledges that Dr. Bloom owns the LICENSED TRADEMARKS and all rights therein and that nothing in this Agreement shall give the Company any right, title or interest in or to the LICENSED TRADEMARKS other than pursuant to the license granted hereby, except with respect to termination of the Consulting Agreement, as set forth below.

2.2 Subject to the Consulting Agreement, the Company agrees that it will do nothing inconsistent with Dr. Bloom's ownership of the LICENSED TRADEMARKS and shall not claim adversely to Dr. Bloom, or assist any third party in attempting to claim adversely to Dr. Bloom, with regards to such ownership. The Company agrees that it will not challenge the title of Dr. Bloom to the LICENSED TRADEMARKS, oppose any registration thereof, or challenge the validity of this Agreement or the licenses granted herein. Furthermore, the Company will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the LICENSED TRADEMARKS.

2.3 Without the prior written approval of Dr. Bloom, the Company is not authorized to use the LICENSED TRADEMARKS in connection with any business activity unrelated to the COMPANY BUSINESS.

2.4 Notwithstanding the license granted herein and any of the provisions hereof, no rights or licenses are granted to the Company with respect to any other trademark, service mark, and/or trade name other than the LICENSED TRADEMARKS.

2.5 The Company agrees to assist Dr. Bloom in recording this Agreement with appropriate government authorities where such recording is required by law or regulation or where such recording is permitted or desired by Dr. Bloom.

2.6 Except as provided in Section 7.1 of this Agreement, all costs associated with this Agreement, the license granted herein and registering, maintaining, renewing or enforcing LICENSED TRADEMARK(S) used by the Company shall be borne by the Company. Company

shall have the sole right to select legal counsel with respect to all such activities, provided that no settlement of any dispute or controversy shall be agreed to which would restrict the use of the LICENSED TRADEMARKS or permit use by any unlicensed third party, or require Dr. Bloom or Dr. Bloom to expend any monies or constitute an admission of infringement or plagiarism or other offense without the prior consent of Dr. Bloom.

2.7 Notwithstanding anything contained in this Agreement to the contrary, Dr. Bloom and Community Works, Inc., are permitted to use the LICENSED TRADEMARKS in connection with the services they provide pursuant to the Consulting Agreement. With respect to activities outside of the scope of the Consulting Agreement, Dr. Bloom is permitted to use the LICENSED TRADEMARKS for speeches, in writings and other activities not competitive with the Sanctuary Institute, without having to account to Andrus for any revenues or profits therefrom. Andrus also acknowledges that Dr. Bloom is an Associate Professor at Drexel University, Philadelphia, PA ("Drexel") and that Drexel may also use the LICENSED TRADEMARKS in connection with Dr. Bloom's work for Drexel's Department of Public Health and for speeches, in writings and other activities not competitive with the Sanctuary Institute, without having to account to Andrus for any revenues or profits therefrom. In addition, the following individuals, if licensed by Dr. Bloom in a separate writing, may be permitted to use the LICENSED TRADEMARKS for speeches, in writings and other activities not competitive with the Sanctuary Institute, without having to account to Andrus for any revenues or profits therefrom: Joseph Poderaro, Ruth Ann Ryan and Lyndra Bills.

### ARTICLE 3- QUALITY PROVISIONS

3.1 The Company agrees that the nature and quality of all services sold, or otherwise provided of by the Company and covered by the LICENSED TRADEMARKS and all modifications, reproductions and derivative works shall conform to the reasonable standards set by and under the control of Dr. Bloom (hereinafter, "QUALITY STANDARD").

3.2 The Company shall deliver to Dr. Bloom, upon Dr. Bloom' request and without charge to Dr. Bloom, representative samples of all written materials, including without limitation, advertisements, catalogs, letterhead, course and training materials, and the like, containing the LICENSED TRADEMARKS to enable Dr. Bloom to ensure that such use complies with the QUALITY STANDARD.

### ARTICLE 4- DURATION OF LICENSE AND TERMINATION

4.1 This Agreement and the license granted herein shall be effective upon execution by the parties, and shall terminate upon the termination of the Consulting Agreement.

4.2 In the event of a material breach by the Company of any provision of this Agreement, including but not limited to failure by the Company to comply with the use limitations or QUALITY STANDARD established under Article 3, Dr. Bloom shall have the right to terminate the license granted if (i) it has given written notice to the Company of such breach and (ii) such breach shall be continuing 60 days from the date of such notice.

4.3 Upon the termination of this Agreement, the Company agrees to (i) promptly discontinue all use of LICENSED TRADEMARKS and (ii) promptly take all steps to refrain from using the LICENSED TRADEMARKS in advertising, commercial registers, directories, internet and web-sites, telephone listings, and all other similar listings. The provisions of this section do not apply if Company has acquired ownership of the LICENSED TRADEMARKS.

#### ARTICLE 5 - PROTECTION

5.1 Each party shall promptly notify the other party of any and all infringements, imitations, simulations or other illegal use or misuse of the LICENSED TRADEMARKS which come to that party's attention, and the Company shall take any and all appropriate action to prevent the infringement, imitation, simulation or other illegal use or misuse of the LICENSED TRADEMARKS, at the expense of Company. Any monies recovered by way of damages or otherwise with respect to such actions shall belong to Company. Notwithstanding the above, Company's total monetary obligation shall not exceed \$250,000 during this Agreement, or \$30,000 in any single year during this Agreement, as set forth in the Consulting Agreement. To the extent Company does not pay for all costs related to misuse of the LICENSED TRADEMARKS, any monies recovered by way of damages or otherwise shall be prorated according to the amount of money paid by Company for any such action as compared to the amount of money paid by Dr Bloom or Community Works for any such action. By way of example, should total costs equal \$400,000 and Company pays \$250,000 and Dr. Bloom pays \$150,000, then any monies recovered would be shared between Company and Dr Bloom on a 62.5%/37.5% basis.

5.2 The Company and Dr. Bloom shall cooperate with each other in connection with any matter pertaining to the protection, enforcement or infringement of LICENSED TRADEMARK(s) used by the Company, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

#### ARTICLE 6- NEW TRADEMARKS

6.1 Should Dr. Bloom desire to develop a trademark or service mark incorporating the name "SANCTUARY" in any form other than the Registrations and Application and to use such mark for competitive purposes, it must first consult with and obtain the written approval of Andrus, which may be withheld in its sole discretion. Such newly developed trademarks will be registered in the name of Dr. Bloom, and will be deemed to be LICENSED TRADEMARKS licensed to the Company hereunder and will be subject to all of the terms and conditions of this Agreement. Nothing herein contained shall restrict Dr. Bloom from incorporating the name SANCTUARY in a new mark for use which is not competitive to the Company Business.

#### ARTICLE 7-INDEMNIFICATION

7.1 Intentionally omitted.

7.2 Andrus shall maintain errors and omissions and general liability insurance coverage for Dr. Bloom, pursuant to paragraph 12 of the Consulting Agreement.

## ARTICLE 8- MISCELLANEOUS

8.1 Entire Agreement. This Agreement and any other writing signed by the parties that specifically references this Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

8.2 Assignability. This Agreement may not be assigned nor transferred by either party without the prior consent of the other party.

8.4 Waiver. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

8.5 Disclaimer of Agency, Partnership and Joint Venture. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

8.7 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

8.8 Notices. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing will be duly given upon pursuant to the Notice provision set forth in the Consulting Agreement.

8.9 Force Majeure. Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to acts of God, acts of war, a terrorist attack, changes in governmental regulations or natural disasters.

8.10 Governing Law. This Agreement shall be construed in accordance with, governed by and enforced under the laws of the State of New York without regard to its conflicts of laws principles.

8.11 Legal and Related Expense. Should litigation occur in connection with a party's rights under this Agreement or any exhibit or attachment hereto, the prevailing party shall be entitled to be reimbursed for its legal and expert's fees and other costs of suit.



8.12 Equitable Remedies. The Company acknowledges that the LICENSED TRADEMARKS are unique and that use thereof that is not permitted by this Agreement would cause irreparable harm to Dr. Bloom which could not be adequately remedied by an action for damages. Therefore, should the Company violate any of the use, quality or other requirements of this Agreement, Dr. Bloom shall be entitled, in addition to all other remedies available at law, including an action for damages, to preliminary and permanent injunctive relief without the necessity of posting a bond in connection therewith.

8.13. Counterparts. This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together will be one and the same instrument. Signatures by facsimile and other electronic means shall be treated as original signatures for all purposes under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

Julia Dyckman Andrus Memorial, Inc.

Sandra Bloom, MD

By: Nancy Woodruff (handwritten signature)  
Name: Nancy Woodruff Merit  
Its: President and CEO  
Date: July 26, 2010

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Julia Dyckman Andrus Memorial, Inc.**

**Sandra Bloom, MD**

By: \_\_\_\_\_  
Name:  
Its:  
Date:

Signature:  
Date:

