

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Children's Medical Center of Dallas		01/16/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Children's Health System of Texas		
Street Address:	1935 Medical District Drive		
Internal Address:	MS ST8.10		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75235		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2242217	YOUR CHILD'S HEALTH	
Registration Number:	2803799	YOUR CHILD'S HEALTH	
Registration Number:	3335706	THE ONE FOR CHILDREN	
Registration Number:	3559837	FUNNYATRICKS	
Registration Number:	4068180	MY CHILDREN'S	
Registration Number:	4068189	MYCHILDREN'S	
Registration Number:	4147208	MY CHILDREN'S	
Registration Number:	4570873	LIVEWELL EMPLOYEE WELLNESS	
Registration Number:	4923617	CHILDREN'SHEALTH	
CORRESPONDENCE DATA			
Fax Number:	2144564682		
<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:	(214) 456-1903		
Email:	allison.ro@childrens.com		
Correspondent Name:	Kathleen Benner		
Address Line 1:	1935 Medical District Drive		
Address Line 2:	MS ST8.10		

OP \$240.00 2242217

Address Line 4: Dallas, TEXAS 75235

NAME OF SUBMITTER: Kathleen Benner

SIGNATURE: /kb/

DATE SIGNED: 01/19/2017

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 16th day of January, 2017 (the “**Effective Date**”) by and between Children’s Medical Center of Dallas, a not for profit corporation duly organized and existing under the laws of the State of Texas and having its principal place of business at 1935 Medical District Drive, Dallas, Texas 75235 (“**Assignor**”) and Children’s Health System of Texas, a not for profit corporation duly organized and existing under the laws of the State of Texas and having its principal place of business at 1935 Medical District Drive, Dallas, Texas 75235 (“**Assignee**”).

A. **WHEREAS**, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A (collectively the “**Marks**”);

B. **WHEREAS**, Assignee owns 100% interest in Assignor; and

C. **WHEREAS**, Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Marks;

(ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;

(iv) there are no liens or security interests against the Marks;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Texas. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

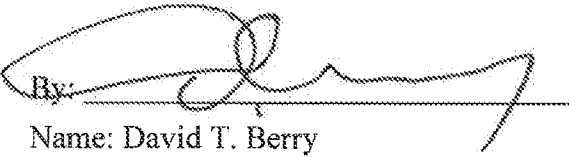
(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

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

ASSIGNOR:

Children's Medical Center of Dallas

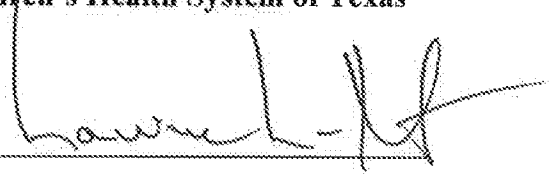
By: 

Name: David T. Berry

Title: President

ASSIGNEE:

Children's Health System of Texas

By: 

Name: Lawrence Foust

Title: Executive Vice President, Chief
Legal Officer and General
Counsel

Exhibit A





REGISTERED MARKS		
Trademark	Description	Serial/ Registration No.
Your Child's Health	Service Mark (standard character) YOUR CHILD'S HEALTH	2242217
Your Child's Health	Service Mark (standard character) YOUR CHILD'S HEALTH	2803799
The One For Children	Service Mark (standard character) THE ONE FOR CHILDREN	3335706
Funnyiatrics	Service Mark (standard character) FUNNYATRICS	3559837
MyChildren's	Service Mark (design mark) 	4068180
MyChildren's	Service Mark (standard character) MyChildren's	4068189
MyChildren's	Service Mark (design mark) 	4147208
Live Well Employee Wellness	Service Mark (design mark) 	4570873
Children's Health	Service Mark (design mark) 	4923617

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, Children's Medical Center of Dallas, a not for profit corporation duly organized and existing under the laws of the State of Texas and having its principal place of business at 1935 Medical District Drive, Dallas, Texas 75235 ("**Assignor**") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the "**Marks**") and all foreign registrations everywhere in the world; and

WHEREAS, Children's Health System of Texas, a not for profit corporation duly organized and existing under the laws of the State of Texas and having its principal place of business at 1935 Medical District Drive, Dallas, Texas 75235 ("**Assignee**"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

1/18/2017
Date





Children's Medical Center of Dallas

By:



Name: David T. Berry
Title: President

Schedule A

REGISTERED MARKS		
Trademark	Description	Serial/ Registration No.
Your Child's Health	Service Mark (standard character) YOUR CHILD'S HEALTH	2242217
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