

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419161

<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>
University of Maryland, Baltimore		04/21/2016	State University:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American College of Surgeons		
<b>Street Address:</b>	633 N. St. Clair Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86740605	BESTRAUMA	
<b>Registration Number:</b>	4929426	BESTCOURSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127595646		
<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>	312-357-1313		
<b>Email:</b>	mvallone@btlaw.com		
<b>Correspondent Name:</b>	Barnes & Thornburg LLP		
<b>Address Line 1:</b>	P.O. Box 2786		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690		
<b>NAME OF SUBMITTER:</b>	Melissa A. Vallone		
<b>SIGNATURE:</b>	/mvallone/		
<b>DATE SIGNED:</b>	03/10/2017		
<b>Total Attachments: 3</b>			
source=Transition Agreement#page1.tif			
source=Transition Agreement#page2.tif			
source=Transition Agreement#page3.tif			

CH \$65.00 86740605

## TRANSITION AGREEMENT

This Transition Agreement (the "Agreement") is entered into as of July 1, 2016 (the "Effective Date") by and between the University of Maryland, Baltimore ("UMB") and the American College of Surgeons ("ACS").

**WHEREAS**, UMB has developed an educational program for resuscitative endovascular balloon occlusion currently entitled *The Basic Endovascular Skills for Trauma* or *BEST* and the content, materials, documents, research and information related to the program as further described in Schedule 1 (collectively "the BEST Program");

**WHEREAS**, ACS desires to adapt the concept and current components of the BEST Program into a premier program for the preoperative readiness through the implementation of the current BEST Program elements and other ACS program components; and

**WHEREAS**, UMB desires to assign to ACS all rights in the BEST Program, including all intellectual property rights in the BEST Program, without limitation the copyright and trademark rights therein; and

**WHEREAS**, ACS desires to obtain such rights and to continue with the management, maintenance, development, provision and distribution of BEST Program.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UMB and ACS agree as follows:

### 1. Grant of Rights:

1.1. UMB hereby assigns and transfers to ACS all right, title and interest in and to the trademarks used in conjunction with the BEST Program, including BASIC ENDOVASCULAR SKILLS FOR TRAUMA and variations thereof, BEST, BESTCOURSE, BESTRAUMA (the "Trademarks"), together with (a) the goodwill of the business symbolized by the Trademarks, (b) its entire right, title and interest in and to any and all applications or registrations of the Trademarks heretofore granted or applied for, including U.S. Applications numbers 86/740616 and 86/740605 for the marks BESTCOURSE and BESTRAUMA, respectively, (c) any and all common law rights to the Trademarks in the United States and any state thereof and in any country in the world, and (d) any and all claims and demands UMB may have either at law or in equity arising out of any past infringements.



1.3. UMB agrees, upon the reasonable request of ACS and without further cost to ACS, to do all other acts, provide any evidence, and execute all documents reasonably necessary or

desirable for the transfer, assignment, recordation, application, registration, issuance, maintenance, renewal, establishment and enforcement of the Trademarks and the Works.

1.4. UMB shall have no rights remaining in the Trademarks or the Works after the Effective Date of the Agreement. UMB shall not use and shall not direct or allow any person or entity over which they have control to use the Trademarks or any confusingly similar marks or names, or the BEST Program in any manner whatsoever in the future other than with the express written consent of ACS.

[REDACTED]

**6. Miscellaneous:**

6.1. The above Whereas clauses are hereby incorporated into and made part of this Agreement.

6.2. This Agreement is the entire agreement between the parties regarding the BEST Program, and supersedes all previous agreements. This Agreement shall not be modified, amended or altered in any way except in writing signed by all parties.

6.3. In connection with this Agreement, the parties agree and specifically state that ACS shall assume no liabilities or obligations of UMB of any type or nature.

6.4. This Agreement may be executed in duplicate, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*{Signatures on following page}*

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates shown below.

American College of Surgeons

By: David B. Hoyt

Name: David B. Hoyt, MD

Title: Executive Director

Date: 4/20/16

University of Maryland, Baltimore

By: Jay A. Perman

Name: Jay A. Perman, M.D.  
President

Title: \_\_\_\_\_

Date: 4/21/16