

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H. Lee Moffitt Cancer Center and Research Institute, Inc.		06/01/2017	Non-Profit Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Moffitt Genetics Corporation		
Doing Business As:	M2Gen		
Street Address:	10902 N. McKinley Drive		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33612		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3825427	M2GEN	
Registration Number:	4109235	MY TOTAL HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	3523725800		
<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:	352-375-8100		
Email:	ckc@slepatents.com		
Correspondent Name:	Corey K. Cho		
Address Line 1:	3107 S.W. Williston Road		
Address Line 4:	Gainesville, FLORIDA 32608		
NAME OF SUBMITTER:	Corey K. Cho		
SIGNATURE:	/corey k cho/		
DATE SIGNED:	09/15/2017		
Total Attachments: 3			
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INTERNET DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

This Internet Domain Name and Trademark Assignment Agreement ("Agreement") is made and entered into effective as of the 1st day of June, 2017 (the "Effective Date"), by and between H. Lee Moffitt Cancer Center and Research Institute, Inc., a Florida non-profit company organized pursuant to section 1004.43 of the Florida Statutes, located at 12902 Magnolia Drive, Tampa, Florida 33612 (hereinafter "MOFFITT"), and Moffitt Genetics Corporation d/b/a M2Gen, a Florida for-profit corporation organized pursuant to Section 1004.43 Florida Statutes, located at 10902 North McKinley Drive Tampa, FL 33612 (hereinafter "M2GEN").

WHEREAS, MOFFITT has registered and is the owner of the Internet Domain Names (as defined below);

WHEREAS, M2GEN is desirous of acquiring rights in and to the Internet Domain Names throughout the world;

WHEREAS, MOFFITT has registered and is the owner of the Trademarks (as defined below);

WHEREAS, MOFFITT has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, M2GEN is desirous of acquiring all rights, title, and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MOFFITT makes the following assignment:

1. RECITALS. The foregoing recitals are hereby incorporated herein by reference and acknowledged as true and correct.
2. DEFINITIONS.
 - a. "Internet Domain Names" means the internet domain names: m2gen.com, m2gen.net, m2gen.org, mythc.biz, mythc.org, mytotalcare.biz, mytotalcare.info, mytotalcare.org, mytotalhealthcare.biz, mytotalhealthcare.info, mytotalhealthcare.net, mytotalhealthcare.org, mytotalmedicalcare.com, mytotalmedicalcare.net, mytotalmedicalcare.org, turbotrial.net, turbotrial.org, turbotrials.com, turbotrials.net, and turbotrials.org, and any and all applications and registrations, whether international, federal, or state, for such internet domain names.
 - b. "Trademarks" means United States Trademark Registration number 3,825,427 for the trademark M2Gen, and United States Trademark

Registration number 4,109,235 for the trademark My Total Healthcare, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover damages for past infringement.

3. ASSIGNMENT AND CONSIDERATION.

a. MOFFITT hereby assigns to M2GEN all of MOFFITT's right, title, and interest in and to the Trademarks and Internet Domain Names throughout the world, together with the goodwill of the business symbolized by the Trademarks and Internet Domain Names and all registrations and recordings of and pending applications relating to the Trademarks and Internet Domain Names, and all renewals thereof owned by MOFFITT, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign jurisdiction, including, without limitation, the U.S. registrations shown in Schedule A (the "Registrations").

b. At any time, and from time to time hereafter, MOFFITT shall forthwith, upon M2GEN's written request, take reasonable steps to execute, acknowledge, and deliver to M2GEN further instruments and assurances necessary or expedient in order to vest the aforesaid rights in M2GEN and to facilitate M2GEN's enjoyment and enforcement of said rights.

c. For good and valuable consideration for the Agreement, M2GEN shall pay to MOFFITT a non-refundable assignment fee of one hundred and ten thousand dollars (\$110,000.00) within forty five (45) days of the EFFECTIVE DATE.

d. All payments due under this Agreement shall be paid to MOFFITT in United States Dollars. In the event of a failure to pay amounts due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs related to the administration or enforcement of this Agreement, including collection of payments, following such failure to pay. M2GEN is responsible for any and all wire/bank fees associated with all payments due to MOFFITT pursuant to this Agreement.

4. TRANSFER OF INTERNET DOMAIN NAMES WITH REGISTRAR. Within thirty (30) days of the Effective Date, MOFFITT agrees to complete any actions required by the applicable registrar of the Internet Domain Names in order to complete the transfer of the Internet Domain Names.

5. REPRESENTATIONS, WARRANTIES, AND DISCLAIMER:

a. THE INTERNET DOMAIN NAMES AND TRADEMARKS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO THE CONTENT OF ANY WEBPAGE OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6. MISCELLANEOUS. The waiver by either party of any breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Florida and the United States of America without regard to conflict of laws provisions thereof. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

H. Lee Moffitt Cancer Center and
Research Institute, Inc.

By: 

Print: James J. Mulli, Ph.D.

Title: Associate Center Director,
Translational Science

Moffitt Genetics Corporation d/b/a M2Gen

By: 

Print: Theodore J. Lovel

Title: Chairman