

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health and Wellness Alliance for Children		12/31/2017	Corporation: TEXAS
The Health and Wellness Alliance for Children		12/31/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Children's Health System of Texas		
Doing Business As:			
Street Address:	1935 Medical District Drive		
Internal Address:	ST8.10		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75235		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4929495	HEALTH AND WELLNESS ALLIANCE FOR CHILDRE	
Registration Number:	4935497	HEALTH & WELLNESS ALLIANCE FOR CHILDREN	
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>			
Phone:	214-456-7040		
Email:	stephanie.smith@childrens.com		
Correspondent Name:	Stephanie K. Smith		
Address Line 1:	1935 Medical District Drive		
Address Line 2:	ST8.10		
Address Line 4:	Dallas, TEXAS 75235		
NAME OF SUBMITTER:	Stephanie Smith		
SIGNATURE:	/SKSmith/		
DATE SIGNED:	01/19/2018		

OP \$65.00 4929495

Total Attachments: 3

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BILL OF SALE

This BILL OF SALE (this "*Bill of Sale*") is made effective as of the 31st day of December, 2017, from The Health and Wellness Alliance for Children, a Texas not for profit corporation ("*Transferor*"), to Children's Health System of Texas, a Texas not for profit corporation ("*Transferee*"), pursuant to that certain Assignment and Assumption Agreement (the "*Assignment Agreement*"), dated as of the date hereof, by and between Transferor and Transferee. Capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the meanings assigned to such terms in the Assignment Agreement.

In consideration of the covenants and agreements contained herein and in the Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Transferor, intending to be legally bound, hereby agrees as follows:

Upon the terms and subject to the conditions of the Assignment Agreement, Transferor does hereby absolutely, unconditionally and irrevocably sell, grant, assign, convey, deliver and transfer unto Transferee and Transferee's permitted successors and assigns all of Transferor's legal and beneficial right, title and interest of any kind or character whatsoever, whether or not such rights are now existing or come into existence hereafter, and whether or not such rights are now known, recognized or contemplated, in and to all of the Transferred Assets and any and all goodwill associated with the foregoing, TO HAVE AND TO HOLD, unto Transferee and Transferee's permitted successors and assigns forever, free and clear of any and all Liens. No right, title or interest in the Transferred Assets is reserved to, or retained by, Transferor. Notwithstanding anything to the contrary in this Bill of Sale, nothing in this Bill of Sale is meant to sell, grant, assign, convey, deliver or transfer unto Transferee any of Transferor's rights, title or interests in any assets of Transferor other than the Transferred Assets. The Transferred Assets include (but are not limited to) the assets set forth on Exhibit A hereto.

Transferor hereby agrees and acknowledges that this Bill of Sale is being entered into pursuant to and subject to the terms and conditions set forth in the Assignment Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede or diminish any of Transferor's obligations, agreements or covenants contained in the Assignment Agreement, which shall remain in full force and effect to the full extent provided in the Assignment Agreement. In the event of any inconsistency between this Bill of Sale and the Assignment Agreement, the Assignment Agreement shall control and govern.

Transferor covenants and agrees to warrant and reasonably defend the sale, transfer, grant, delivery, assignment and conveyance of the Transferred Assets hereby made against all Persons whomsoever, to take all steps reasonably necessary to establish the record of Transferee's title to the Transferred Assets and, at the reasonable request of Transferee, to execute and deliver further instruments of transfer and assignment and take such other actions as Transferee may reasonably request to more effectively transfer, assign to and vest in Transferee each of the Transferred Assets.

Sections 5 of the Assignment Agreement hereby is incorporated by reference as if set forth in its entirety herein and shall apply, *mutatis mutandis*, to this Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale to be executed by the undersigned as of the date first written above.

TRANSFEROR:

THE HEALTH AND WELLNESS
ALLIANCE FOR CHILDREN


By:  _____
Matt Moore
Director

EXHIBIT A

Transferred Assets

ASSET-TYPE	SUB-TYPE	PROPERTY-XLT	Description
Intellectual Property	Trademarks		Standard Character Mark and Design Mark

Exhibit A