

900452799 05/31/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM476167

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueCross BlueShield Association		01/16/2013	Non-Profit Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Excellus Health Plan, Inc.		
Street Address:	165 Court Street		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14647		
Entity Type:	Non-Profit Corporation: ILLINOIS NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0871806	INQUIRY	
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:	3152188515		
Email:	bskpto@bsk.com		
Correspondent Name:	George R. McGuire		
Address Line 1:	One Lincoln Center		
Address Line 4:	Syracuse, NEW YORK 13202		
NAME OF SUBMITTER:	George R. McGuire		
SIGNATURE:	/George R. McGuire/		
DATE SIGNED:	05/31/2018		
Total Attachments: 2			
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ASSIGNMENT AGREEMENT

This is an Agreement, effective January 16, 2013, between Excellus Health Plan, Inc., a New York not-for-profit corporation ("EHP"), and the BlueCross BlueShield Association, an Illinois not-for-profit corporation ("BCBSA").

SECTION 1 - RECITALS

- 1.1 BCBSA is the owner of the name INQUIRY, its trademark and other intellectual and other property in connection with the publication of the INQUIRY Journal, and the provision and financing of such publication.
- 1.2 Effective January 10, 2002, BCBSA granted EHP a perpetual, exclusive license to use the name INQUIRY, its trademark and other intellectual property in connection with the publication of the INQUIRY Journal.
- 1.3 For good and valuable consideration, BCBSA desires to transfer all of the aforementioned rights, as more fully described herein, to EHP.

SECTION 2 - ASSIGNMENT

- 2.1 BCBSA hereby assigns, transfers, conveys and delivers exclusively to EHP, free and clear of any and all liens, encumbrances and claims of third parties, and EHP hereby acquires from BCBSA, all of BCBSA's right, title and interest in and to the INQUIRY name and all trademark, service mark, service name, goodwill, and other rights BCBSA may claim to have in or regarding the INQUIRY Journal (collectively, the "Property").
- 2.2 From time to time and at any time, at EHP's request, and without further consideration, BCBSA shall execute and deliver such further documents and instruments of conveyance, assignment and transfer, and shall take such further actions as may be necessary or desirable in the reasonable opinion of EHP, for the purpose of transferring and conveying all right, title and interest in and to the Property.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

To induce EHP to enter into this Agreement, BCBSA represents, warrants and covenants to EHP that (i) BCBSA is the sole owner of the Property and has full power and authority to execute, deliver and perform this Agreement; (ii) the execution and delivery of this Agreement by BCBSA and the consummation of the transactions contemplated hereby does not require any consent of any person or entity; and (iii) neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will result in a violation or breach of, or constitute a default under any contract or commitment under which BCBSA is obligated or court order or any judgment binding on BCBSA or the Property.

SECTION 4 – MISCELLANEOUS

This Agreement contains the entire agreement between the parties relating to the subject matter contained herein, supersedes any and all other agreements, representations or warranties of the parties in connection with such subject matter, and may be modified, changed or terminated only in a writing executed by each party. This Agreement shall be binding upon and inure to the benefit of the parties' respective agents, employees, officers, directors, affiliates, successors, and assigns.

The parties' assent to the terms of this Agreement is confirmed by the following signatures.

BLUECROSS BLUESHIELD ASSOCIATION

By: 

Print Name: Scott P. Serota

Title: President and Chief Executive Officer

EXCELLUS HEALTH PLAN, INC

By: 

Print Name: Christopher C. Booth

Title: CEO