

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469493

<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>
THE CENTER FOR HEALTH DESIGN, INC.		11/11/2014	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAGE Publications, Inc.		
<b>Street Address:</b>	2455 Teller Road		
<b>City:</b>	Thousand Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91320		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4267642	HERD	
<b>Registration Number:</b>	3622770	HERD HEALTH ENVIRONMENTS RESEARCH & DESI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2139292525		
<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>	213-929-2500		
<b>Email:</b>	ipladocket@swlaw.com		
<b>Correspondent Name:</b>	Dax Alvarez		
<b>Address Line 1:</b>	400 East Van Buren Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	68613.00001		
<b>NAME OF SUBMITTER:</b>	Dax Alvarez		
<b>SIGNATURE:</b>	/Dax Alvarez/		
<b>DATE SIGNED:</b>	04/11/2018		
<b>Total Attachments: 6</b>			
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**ASSIGNMENT OF TITLE AND TRADEMARKS**

**ASSIGNMENT** made as of last day of execution by the parties hereto, between **The Center for Health Design**, with offices at 1850 Gateway Boulevard, Suite 1083, Concord, California 94520 ("Assignor") to **SAGE PUBLICATIONS, INC.**, a Delaware corporation, with offices at 2455 Teller Road, Thousand Oaks, California 91320 ("Assignee").

**WHEREAS**, Assignee desires to acquire all rights, title, and interest to the journal titled **HERD: Health Environments Research & Design Journal** (the "Journal") and is separately contracting with Vendome Group, with offices at 216 East 45th St, 6th floor, New York, New York 10017, to acquire all such rights, title, and interest to the Journal other than those pertaining to the Journal title and trademarks; and

**WHEREAS**, Assignor is the owner of the title and related trademarks pertaining to the Journal (the "Trademarks"), including the registered trademarks set forth on the attached Schedule A; and

**WHEREAS**, Assignee, in connection with acquiring all rights and tangible and intangible property pertaining to the Journal, desires to acquire all of the rights, title, and interest that Assignor may have in and to the title of the Journal and the related Trademarks, registered and unregistered, and any registrations or applications for registration therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and the right to recover damages and profits for past infringements thereof.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns unto Assignee, its legal representatives, successors, and assigns, all of Assignor's rights, title, and interest in and to the Journal title and all other Trademarks, registered and unregistered, and any registrations and applications for registration therefor, for the United States and throughout the world together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and the right to recover damages and profits for past infringements thereof.

Assignor shall, upon the request of Assignee, execute and deliver all papers, instruments, and assignments, and perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized officer, intending to be legally bound.

**SAGE Publications, Inc.**

**The Center for Health Design**

By: DocuSigned by:  
*Bob Howard*  
205D12C4364E447  
Name: Bob Howard  
Title: Vice President, Journals  
Date: 11/11/2014

By: *Debra Levin*  
Name: DEBRA LEVIN  
Title: PRESIDENT ; CEO  
Date: NOVEMBER 6, 2014

STATE OF California ) Acknowledgment  
COUNTY OF Contra Costa ) ss.:

On the 6<sup>th</sup> day of November 2014, before me, Kathryn Ann Young, Notary Public, personally appeared Debra Levin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and who did acknowledge to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathryn Ann Young  
Notary Public  
My Commission Expires: July 25, 2016

(Seal)



Schedule "A"

**HERD**, USPTO Registration No. 4,267,642

**HERD Health Environments Research & Design**, USPTO Registration No. 3,622,770

Exhibit A-2

# United States of America

United States Patent and Trademark Office

# HERD

**Reg. No. 4,267,642**

**Registered Jan. 1, 2013**

**Int. Cls.: 9, 16 and 41**

CENTER FOR HEALTH DESIGN, INC., THE (CALIFORNIA CORPORATION)  
1850 GATEWAY BOULEVARD  
SUITE 1083  
CONCORD, CA 94520

**TRADEMARK**

FOR: AN ELECTRONIC DOWNLOADABLE INTERDISCIPLINARY, PEER-REVIEWED EDUCATIONAL JOURNAL OF EVIDENCE-BASED HEALTHCARE DESIGN, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

**SERVICE MARK**

FIRST USE 10-1-2007; IN COMMERCE 10-1-2007.

**PRINCIPAL REGISTER**

FOR: AN INTERDISCIPLINARY, PEER-REVIEWED EDUCATIONAL JOURNAL OF EVIDENCE-BASED HEALTHCARE DESIGN, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50)

FIRST USE 10-1-2007; IN COMMERCE 10-1-2007.

FOR: AN ONLINE, NON-DOWNLOADABLE INTERDISCIPLINARY, PEER-REVIEWED EDUCATIONAL JOURNAL OF EVIDENCE-BASED HEALTHCARE DESIGN, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 10-1-2007; IN COMMERCE 10-1-2007.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 3,622,770.

SER. NO. 85-609,575, FILED 4-26-2012

BARBARA BROWN, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

*First Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

*Second Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE:** Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

Exhibit A-1

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

Reg. No. 3,622,770

**United States Patent and Trademark Office**

Registered May 19, 2009

**TRADEMARK  
PRINCIPAL REGISTER**

**HERD Health Environments  
Research & Design**

THE CENTER FOR HEALTH DESIGN, INC.  
(CALIFORNIA CORPORATION)  
1850 GATEWAY BOULEVARD, SUITE 1083  
CONCORD, CA 94520

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: ELECTRONIC PUBLICATIONS, NAMELY, JOURNALS FEATURING ARTICLES DISCUSSING THE DESIGNING, CONDUCTING AND/OR DISSEMINATING OF RESULTS OF RESEARCH IN THE FIELD OF HEALTHCARE DESIGN, INCLUDING BUT NOT LIMITED TO RESEARCH REGARDING INTERIOR DESIGN AND FACILITY DESIGN RECORDED ON COMPUTER MEDIA, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HEALTH ENVIRONMENTS RESEARCH & DESIGN", APART FROM THE MARK AS SHOWN.

SER. NO. 77-590,907, FILED 10-11-2008.

FIRST USE 8-8-2007; IN COMMERCE 8-8-2007.

DORITT L. CARROLL, EXAMINING ATTORNEY