

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cord Blood America, Inc.		05/17/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	California Cryobank Stem Cell Services, LLC		
Street Address:	11915 LA GRANGE AVE.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2962036	SAVING BABY'S CORD BLOOD	
Registration Number:	2901663	CORCELL	
Registration Number:	4925213	CORCELL	
CORRESPONDENCE DATA			
Fax Number:	4042520970		
<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:	404-252-0900		
Email:	mandy@sladlaw.com		
Correspondent Name:	Jeffrey B. Sladkus, Esq.		
Address Line 1:	1827 Powers Ferry Road		
Address Line 2:	Building 6, Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Jeffrey B. Sladkus		
SIGNATURE:	/Jeffrey B. Sladkus/		
DATE SIGNED:	06/04/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”) is entered into as of May 17, 2018 by and among California Cryobank Stem Cell Services, LLC, a California limited liability company (the “Assignee”), Cord Blood America, Inc., a Florida corporation (“CBAI”), and CBA Properties, Inc., a Florida corporation (together with CBAI, the “Assignors”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined hereinafter).

RECITALS

Assignee and CBAI have entered into that certain Asset Purchase Agreement, dated as of February 6, 2018 (the “Purchase Agreement”), pursuant to which CBAI agreed to, and agreed to cause each other Assignor to, sell, assign, convey, transfer and deliver, as applicable, to Assignee, free and clear of all Liens of any kind whatsoever, and Assignee has agreed to purchase and accept from Assignors, all right, title and interest of whatever kind and nature of any Assignor in and to the Acquired Assets, including, without limitation, the Domain Names and Trademarks set forth on Exhibit A (the “Assigned Marks”) on the terms and subject to the conditions set forth in the Purchase Agreement.

In accordance with the terms of the Purchase Agreement, each Assignor and Assignee have agreed to enter into this Agreement to effect the sale, assignment, conveyance, transfer and delivery from each of the Assignors to Assignee of all right, title and interest of whatever kind and nature of any Assignor in and to the Assigned Marks, and the acceptance of such sale, assignment, conveyance, transfer and delivery by Assignee.

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the parties agree as follows:

1. Intellectual Property Rights. Each Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts, all right, title and interest of whatever kind and nature of such Assignor in and to the Assigned Marks, including (a) all federal, state, foreign, statutory, common law and other rights in and to the Assigned Marks, (b) all domestic and foreign applications and registrations therefor, and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing, (c) all goodwill associated with the Assigned Marks and symbolized thereby, (d) all rights to causes of action and remedies related to any of the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringements, misappropriations or violations of, or damage or injury to, any of the foregoing and (e) any and all other rights and interests arising out of, in connection with or in relation to the Assigned Marks. Each Assignor shall immediately discontinue use of the Assigned Marks throughout the world in all forms and media. Each Assignor shall not register or use any Domain Names, Trademarks or service marks that are confusingly similar to any of the Assigned Marks (or any variations, translations or combinations thereof or similar names) anywhere in the world in any form or media.

2. Recordation. Each Assignor hereby requests and authorizes the United States Patent and Trademark Office, the United States Copyright Office and any other applicable Governmental Authority to record Assignee as the owner of the Assigned Marks assigned to Assignee hereunder and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in and to the same for the sole use and enjoyment of Assignee and its successors or other legal representatives. Assignee shall have the right to record this Agreement with all applicable Governmental Authorities so as to perfect its ownership of the Intellectual Property Rights assigned to Assignee hereunder.

3. Conflicts with Purchase Agreement. This Agreement is made pursuant to, and is the subject to the terms of, the Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, nothing contained herein shall be deemed to supersede, limit, restrict, expand or modify in any manner the rights, limitations, disclaimers or obligations of the parties under the Agreement, and to the extent there is a conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

4. Further Assurances. Each Assignor hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as Assignee may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.


5. Miscellaneous. Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.10 and 9.13 of the Purchase Agreement shall apply to this Agreement, *mutatis mutandis*, as if set forth herein.

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SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

ASSIGNEE:

CALIFORNIA CRYOBANK STEM CELL
SERVICES, LLC

By: 

Name: Richard D. Jennings
Title: Chief Executive Officer

ASSIGNORS:

CORD BLOOD AMERICA, INC.

By: David Sandberg
Name: David Sandberg
Title: Chairman of the Board

CBA PROPERTIES, INC.



By: David Sandberg
Name: David Sandberg
Title: Chairman of the Board





Exhibit A

Intellectual Property Rights

TRADEMARKS

All registrations filed with and issued by the United States Patent and Trademark Office.

MARK	App./ Reg. #	File/ Reg. Date	Class	Owner	5-6 Year (Sec. 8) Deadline	10 Year (Sec. 8 & 9) Deadline	Notes
SAVING BABY'S CORD BLOOD (word mark)	Reg. # 2962036	Reg. Date: June 14, 2005	044	CBAI	June 14, 2011 (filed)	June 14, 2015 (filed); June 14, 2025	
CORCELL (stylized mark) CORCELL	Reg. # 2901663	Reg. Date: November 9, 2004	044	CBAI	November 9, 2010 (filed)	Nov. 9, 2014 (filed); Nov. 9, 2024	
CORD BLOOD AMERICA (word mark)	Reg. # 3888291	Reg. Date: December 7, 2010	44	CBA Properties, Inc.	December 7, 2016; (filed)	December 7, 2020	Supplemental Register
CORD BLOOD AMERICA (word mark)	Reg. # 3829867	Reg. Date: August 3, 2010	39	CBA Properties, Inc.	August 3, 2016 (filed)	August 3, 2020	Supplemental Register
CORD BLOOD AMERICA (design mark) 	Reg. # 3922032	Reg. Date: February 22, 2011	44	CBA Properties, Inc.	February 22, 2017 (filed)	February 22, 2021	
CORD BLOOD AMERICA (design mark) 	Reg. # 3922031	Reg. Date: February 22, 2011	39	CBA Properties, Inc.	February 22, 2017 (filed)	February 22, 2021	

MARK	App./ Reg. #	File/ Reg. Date	Class	Owner	5-6 Year (Sec. 8) Deadline	10 Year (Sec. 8 & 9) Deadline	Notes
AFFORD-A-CORD (design mark) 	Reg. # 4120536	Reg. Date: April 3, 2012	35	CBA Properties, Inc.	April 3, 2018	April 3, 2022	
COLLECT-A-CORD (design mark) 	Reg. # 4124097	Reg. Date: April 10, 2012	44	CBA Properties, Inc.	April 10, 2018;	April 10, 2022	
CORCELL (design mark) 	Reg. # 4925213;	Reg. Date: March 29, 2016	39, 44	CBAI	March 29, 2022	March 29, 2026	
CORCELL (design mark)  CORCELL	Reg. # 2906423	Reg. Date: November 30, 2004	44	CBAI	November 30, 2010 (filed);	November 30, 2014 (NOT filed)	DEAD – no renewal filed.
EXPECTATIONS	Reg. # 2993161	Reg. Date: September 6, 2005	9, 16, 42	CBAI	September 6, 2011 (NOT filed);	September 6, 2015 (NOT filed)	DEAD – no Dec of Use (Sec. 8) filed
CORD BLOOD AMERICA	App. # 78519137	File Date: November 18, 2004	39	CBA Properties, Inc.			DEAD – no Response to Office filed by 12/28/2005 Refusals – Geographic Descriptivene ss; Prior Pending Apps; Specimen Unacceptable
CORD PARTNERS	Reg. # 3045698	Reg. Date: January 17, 2006	39	CBA Properties, Inc.	January 17, 2012 (NOT filed);	January 17, 2016 (NOT filed)	DEAD – no Dec of Use (Sec. 8) filed

DOMAIN NAME

DomainName	TLD	Expiration Date	Status	Privacy	Locked
AFFORD-A-CORD.COM	.com	9/1/2018	Active	Public	Locked
AFFORDACORD.COM	.com	9/1/2018	Active	Public	Locked
BODY-CELLS.COM	.com	9/1/2018	Active	Public	Locked
COR-CELL.COM	.com	3/22/2018	Active	Public	Locked
CORCELL.CO	.co	2/7/2018	Active	Public	Locked
CORCELL.COM	.com	9/1/2018	Active	Public	Locked
CORCELL.INFO	.info	3/22/2018	Active	Public	Locked
CORCELL.NET	.net	3/22/2018	Active	Public	Locked
CORCELL.ORG	.org	10/20/2018	Active	Public	Locked
CORCELL.US	.us	10/19/2018	Active	Public	Locked
CORCELLBLOG.COM	.com	3/22/2018	Active	Public	Locked
CORCELLS.COM	.com	3/22/2018	Active	Public	Locked
CORD-BLOOD-AMERICA.COM	.com	3/22/2018	Active	Public	Locked
CORD-BLOOD-AMERICA.NET	.net	3/22/2018	Active	Public	Locked
CORD-BLOOD-AMERICA.ORG	.org	3/22/2018	Active	Public	Locked
CORD-BLOODAMERICA.COM	.com	3/22/2018	Active	Public	Locked
CORD-BLOODAMERICA.INFO	.info	3/22/2018	Active	Public	Locked
CORD-BLOODAMERICA.NET	.net	3/22/2018	Active	Public	Locked
CORD-BLOODAMERICA.ORG	.org	3/22/2018	Active	Public	Locked
CORD-CELL.COM	.com	3/22/2018	Active	Public	Locked
CORDBLOOD-AMERICA.CO	.co	2/7/2018	Active	Public	Locked
CORDBLOOD-AMERICA.COM	.com	9/1/2018	Active	Public	Unlocked
CORDBLOODAMERICA.CO	.co	2/7/2018	Active	Public	Locked
CORDBLOODAMERICA.NET	.net	9/1/2018	Active	Public	Locked
CORDBLOODAMERICA.ORG	.org	6/3/2018	Active	Public	Locked
CORDBLOODAMERICA.US	.us	6/2/2018	Active	Public	Locked
CORDBLOODAMERICAS.COM	.com	3/22/2018	Active	Public	Locked
CORDBLOODANSWERS.COM	.com	9/1/2018	Active	Public	Locked
CORDBLOODDE.COM	.com	9/1/2018	Active	Public	Locked
CORDBLOODNJ.COM	.com	9/1/2018	Active	Public	Locked
CORDBLOODNY.COM	.com	9/1/2018	Active	Public	Locked
CORDBLOODOFAMERICA.COM	.com	9/1/2018	Active	Public	Locked
CORDPARTNER.COM	.com	9/1/2018	Active	Public	Locked
CORDPARTNERS.COM	.com	9/1/2018	Active	Public	Locked
COREBLOODAMERICA.COM	.com	3/22/2018	Active	Public	Locked
CORECELL.COM	.com	9/1/2018	Active	Public	Locked
CORECELL.ORG	.org	10/20/2018	Active	Public	Locked
CORECELL.US	.us	10/19/2018	Active	Public	Locked
THECORCELL.COM	.com	3/22/2018	Active	Public	Locked

Social Media	User name
Twitter	CorCellCorBlood
Instrgram	Corcell_cordblood
Facebook	Corcellcord1995@gmail.com
gmail	Corcellcord1995@gmail.com