# OP \$140.00 5174068

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM500007

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Stroke Association		11/21/2018	Corporation: COLORADO

## **RECEIVING PARTY DATA**

Name:	American Heart Association, Inc.
Street Address:	7272 Greenville Avenue
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75231
Entity Type:	Corporation: NEW YORK

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	5174068	COME BACK STRONG
Registration Number:	4294256	NATIONAL STROKE ASSOCIATION
Registration Number:	3250453	STROKE SMART
Registration Number:	3525966	NATIONAL STROKE ASSOCIATION
Registration Number:	2981011	NATIONAL STROKE ASSOCIATION

### **CORRESPONDENCE DATA**

Fax Number: 2144202299

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.

Phone: 2144202300

Email: docket@rossbarneslaw.com

Robin L. Barnes **Correspondent Name:** 

Address Line 1: 275 W. Campbell Rd., Ste. 210

Address Line 2: Ross Barnes LLP

Address Line 4: Richardson, TEXAS 75080

NAME OF SUBMITTER:	Robin L. Barnes
SIGNATURE:	/Robin L. Barnes/
DATE SIGNED:	11/29/2018

**Total Attachments: 2** 

**TRADEMARK** REEL: 006490 FRAME: 0959 source=NSA Trademark\_registered\_assignment.FE#page1.tif source=NSA Trademark\_registered\_assignment.FE#page2.tif

TRADEMARK REEL: 006490 FRAME: 0960

### **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is effective as the date of last signature hereto and is made by the National Stroke Association, a Colorado nonprofit corporation ("Assignor"), in favor of the American Heart Association, Inc., a New York nonprofit corporation ("Assignee"), pursuant to the Plan of Integration dated on or about August 29, 2018.

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee accepts, all
  of Assignor's rights, title and interests, throughout the world, in and to the trademark
  registrations listed below, including all goodwill associated therewith
- All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- 4. Any and all claims and causes of action with respect to any of the Marks, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, otherwise recover, any such damages.
- 5. Assignor hereby authorizes and requests the officials of the U.S. Patent and Trademark Office and the corresponding officials of any and all other countries worldwide to record this assignment and issue all registrations and renewals of the Marks in the name of Assignee or Assignee's designee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

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Trademark	Registration Number	Word Mark
Come Back Strong	86719180	5174068
National Stroke Association	85376456	4294256
Stroke Smart	78580043	3250453
National Stroke Association	78967096	3525966
National Stroke Association	78391819	2981011

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment to be effective as of the date set forth above.

ASSIGNOR:		
NATIONAL STROKE ASSOCIATION	,	,
8v: <u>[4] Sy</u>	Date:	<u>/2018</u>
Printed Name: CHAD SENG Title: Interim CEO		
STATE OF COLORADO § COUNTY OF DEDUCE § On this 21 day of NOV 2018 title of Interim CEO of NATIONAL STROKE ASS name, who signed the foregoing instrument in hown free act and deed on behalf of NATIONAL ST	UCIATION, known by me is/her capacity and ackno	e to be the person of the above owledged the same to be his/her
My Commission Expires: 07/09/2019  ACKNOWLEDGED AND ACCEPTED BY ASSIGNEE AMERICAN HEART ASSOCIATION, INC. 7272 Greenville Avenue, Dallas Texas 75231  By: Printed Name: Title:  Title:  Title:  Printed Name:  Title:  Printed Name:  P	•	HOMA ASHOURI NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19994007767 MY COMMISSION EXPIRES 07/09/2019

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RECORDED: 11/29/2018

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