

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summit Medical Group P.A.		08/13/2019	Professional Association: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Summit Health Management, LLC		
Street Address:	150 Floral Ave.		
City:	New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88182167	DON'T FIGHT FAIR	
Serial Number:	88182225	CANCER DOESN'T FIGHT FAIR NEITHER DO WE	
CORRESPONDENCE DATA			
Fax Number:	7145135130		
<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:	714-424-8215		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Carlo F. Van den Bosch, Sheppard Mullin		
Address Line 1:	650 Town Center Drive		
Address Line 2:	10th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	53KR-279853		
NAME OF SUBMITTER:	Carlo F. Van den Bosch		
SIGNATURE:	/cfv/		
DATE SIGNED:	08/13/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, effective as of August 13, 2019 ("Effective Date"), is between Summit Medical Group P.A., a New Jersey professional association ("Assignor") and Summit Health Management, LLC, a New Jersey limited liability company ("Purchaser").

WHEREAS Assignor, Purchaser and certain other parties have entered into an Asset Purchase and Contribution Agreement dated August 13, 2019, (the "Acquisition Agreement"), pursuant to which Assignor has agreed to sell, and Purchaser has agreed to purchase all of the right, title and interest in and to all trademarks and service marks (registered and unregistered) owned by Assignor, along with all common law rights related to any of the foregoing, and including without limitation those trademark registrations and applications for registration listed in Schedule A (collectively, the "Transferred Marks"), and all goodwill associated therewith or symbolized thereby;

WHEREAS Assignor is the owner of the Transferred Marks and all goodwill associated therewith; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment and in the Acquisition Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Acquisition Agreement, Assignor, as of the Effective Date, hereby irrevocably assigns, transfers, sells and conveys to Purchaser, its successors and assigns, Assignor's entire right, title and interest in and to the Transferred Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby, together with all income, royalties, damages and payments now or hereafter due or payable with respect to the Transferred Marks, all causes of action (in law and/or equity), the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, dilution and/or other violation of the rights assigned to Purchaser hereunder, all rights to recover damages or lost profits in connection therewith and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Transferred Marks, with the foregoing rights to be held and enjoyed by the Purchaser for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor or any of its affiliates if the sale, assignment, transfer and conveyance had not been made.

2. Cooperation. Assignor shall take such further actions and execute and deliver such further documents that are reasonably required to effect the terms of this Trademark Assignment and to perfect Purchaser's title in and to those Transferred Marks assigned to it hereunder. If Assignor is unable to take or execute any such action or document after written

request by Purchaser, Assignor hereby constitutes and appoints Purchaser as true and lawful agent and attorney-in-fact of Assignor, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Purchaser, for the limited purpose of taking and executing in the name of Assignor any and all actions and documents that are reasonably required to effect the assignments contemplated in this Trademark Assignment.

3. Recordation. Purchaser shall be solely responsible for all actions whatsoever associated with the perfection of Purchaser's right, title, and interest in and to the Transferred Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Purchaser of the Transferred Marks; provided, however that each of Purchaser and Assignor shall be responsible for their respective attorneys' fees in any jurisdiction. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Purchaser as the assignee and owner of the Transferred Marks and to deliver to Purchaser, and to Purchaser's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

4. Governing Law. This Trademark Assignment shall be governed by the governing law and venue provisions of Section 5.6 of the Acquisition Agreement.

5. General Provisions. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Trademark Assignment, along with its Schedule and the Acquisition Agreement and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]


WHEREFORE, Assignor and Purchaser have duly executed this Trademark Assignment on the date indicated below.

Date: August 13, 2019

ASSIGNOR

By: 
Name: Adam Barnson, MD
Title:

PURCHASER

By: 
Name: Jeffrey DeBenger, MD
Title:

SCHEDULE A

TRANSFERRED MARKS

	Mark	App. No.	Reg. No.	Record Owner	Filing Jurisdiction	Filing Date	Status
1.	DON'T FIGHT FAIR	88182167		SMG	USA	11/5/18	Pending
2.	CANCER DOESN'T FIGHT FAIR, NEITHER DO WE	88182225		SMG	USA	11/5/18	Pending