

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Society of Gastrointestinal Oncology		09/13/2019	Corporation:
RECEIVING PARTY DATA			
Name:	MJH Acquisitions, LLC		
Street Address:	2 Clarke Drive		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	Limited Liability Company, NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78797121	GCR GASTROINTESTINAL CANCER RESEARCH	
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>			
Email:	shpulaski@shpulaskilaw.com		
Correspondent Name:	Shannon Hennessy Pulaski		
Address Line 1:	1601 Perrineville Road #7337		
Address Line 4:	Monroe, NEW JERSEY 08831		
NAME OF SUBMITTER:	Shannon Hennessy Pulaski		
SIGNATURE:	/Shannon Hennessy Pulaski/		
DATE SIGNED:	09/21/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), is entered into this 13th day of September, 2019 is entered into by and between MJH Acquisitions LLC, a New Jersey limited liability company located at 2 Clarke Drive, Cranbury, New Jersey 08512 ("Assignee"), and International Society of Gastrointestinal Oncology, a New York non-profit corporation located at 200 Broadhollow Road Melville, New York 11747 ("Assignor"). Assignee and Assignor are sometimes individually referred to as a "Party," and collectively as the "Parties."

WHEREAS, Assignee and Assignor have entered into a certain Asset Purchase Agreement, dated as of August 26, 2019 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee, and Assignee agreed to accept from Assignor all of Assignor's registered and unregistered right, title, and interest in and to the Trademarks listed in Schedule A hereto (the "Trademarks"), including the ongoing and existing business relating to the Trademarks and the goodwill associated with use of the Trademarks. Capitalized terms used herein but not defined shall have the meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and of other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Assignor hereby irrevocably assign, transfer, and convey to Assignee all of the Assignor's right, title and interest in and to the Trademarks including, without limitation, all applications, registrations, issuances, divisionals, extensions, renewals, and all statutory, common law or international rights relating to the Trademarks, including the right to sue and recover damages for past infringement(s), together with the goodwill of the business related to the Trademarks. Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all Liabilities arising out of or related to the Trademarks arising from and after the Closing Date. Any fees, costs, and expenses for the recording of this Assignment with the appropriate governmental entities, trademark offices, and/or registrars shall be borne by Assignee. For the avoidance of doubt, and irrespective of any recordal or non-recordal of this Assignment, Assignee is solely responsible for maintaining and renewing the Trademarks from and after the Closing Date, including but not limited to monitoring and satisfying any applicable deadlines.

2. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Further Assurances. Assignor agree, upon Assignee's reasonable written request and instruction and with reasonable written notice, to do all such lawful acts and things without additional consideration and to perform all other lawful acts and/or execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be

required by Assignee in order for Assignee to record and otherwise effectuate this Assignment and obtain any and all registrations or renewals for the Trademarks and to otherwise enforce its rights in the Trademarks pursuant to this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and be construed in accordance with the internal laws of the State of New Jersey without giving effect to the principles of conflicts of laws thereof (whether of the State of New Jersey or any other jurisdiction).

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Assignor:

International Society of Gastrointestinal Oncology

By: Jaffer A. Ajani, MD

Name: Jaffer A. Ajani, MD

Title: Professor 7/16/2019

Assignee:

MJH Acquisitions, LLC

By: X Neil Glasser


Name: Neil Glasser

Title: CFO

9/17/19

SCHEDULE A

<u>Registered Trademarks</u>				
Trademark	Record Owner	App. No.	Reg. No.	Status
GCR GASTROINTESTINAL CANCER RESEARCH	International Society of Gastrointestinal Oncology	78797121	3309418	Registered

<u>Unregistered Trademarks</u>	
1.	Gastrointestinal Oncology Conference
2.	International Society of Gastrointestinal Oncology
3.	International Society of Gastrointestinal Oncology (Design) 
4.	ISGIO