# :H \$65.00 40297

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM588139

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Center of Excellence Media, LLC		07/16/2020	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	The Lynx Group, LLC	
Street Address:	1249 South River Road, Suite 202A	
City:	Cranbury	
State/Country:	NEW JERSEY	
Postal Code:	08512	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4029791	FOSTERING A DIALOGUE TO IMPROVE PATIENTC	
Registration Number:	3617783	INTERACTIVE PEER-TO-PEER DISCUSSIONS IN	

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: langanj@gtlaw.com

Correspondent Name: Brian L. Petrequin, Esq.

Address Line 1: 500 Campus Drive, Suite 400

Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	193018010100	
NAME OF SUBMITTER:	Brian L. Petrequin, Esq.	
SIGNATURE:	/Brian L. Petrequin, Esq./	
DATE SIGNED:	07/23/2020	

## **Total Attachments: 4**

source=Trademark Assignment - Center of Excellence - Signed#page1.tif source=Trademark Assignment - Center of Excellence - Signed#page2.tif source=Trademark Assignment - Center of Excellence - Signed#page3.tif source=Trademark Assignment - Center of Excellence - Signed#page4.tif

TRADEMARK
REEL: 007006 FRAME: 0271

900560453

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 1/6, 2020, is made by CENTER OF EXCELLENCE MEDIA, LLC, a Delaware limited liability company located at 241 Forsgate Drive, Suite 205B, Monroe Township, NJ 08831 ("Assignor"), in favor of THE LYNX GROUP, LLC, a Delaware limited liability company located at 1249 South River Road, Suite 202A, Cranbury, New Jersey 08512 ("Assignee").

WHEREAS, Assignor and Assignee are affiliates and believe it is in the best interest of each of such parties to reorganize and restructure their operations and assets such that Assignor has conveyed, transferred or assigned, or will, pursuant to this Trademark Assignment, convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, to assign the Assigned Trademarks for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
- (a) the trademark registrations, trademark applications and common law marks set forth on <u>Schedule 1</u> hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on <u>Schedule 1</u> hereto, the transfer of such applications accompanies, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- (b) 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;
- (c) 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
- (d) any and all claims and causes of action with respect to any of the foregoing, 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, or otherwise recover, any such damages.

ACTIVE 51456488v1

TRADEMARK REEL: 007006 FRAME: 0272

- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark

Assignment as of the date first written above.	•
	CENTER OF EXCELLENCE MEDIA, LLC
	By
	Name: Brian F. Tyburski
	Title: President and CEO
	Notice Address: 241 Forsgate Drive, Suite 205B Monroe Township, NJ 08831
ACKNOWLEDGMENT	
STATE OF NEW JERSEY	)
	)SS.
COUNTY OF MIDDLESEX	)
me on the basis of satisfactory evidence) to be the p who, being duly sworn, did depose and say that he exe Chief Executive Officer of Center of Excellence Med	eared Brian F. Tyburski, personally known to me (or proved to erson whose name is subscribed to the foregoing instrument, ecuted the same in his authorized capacity as the President and lia, LLC, a Delaware limited liability company ("Assignor"), d deed of Assignor for the uses and purposes mentioned in the
	Huse Cirillo Notary Public
	Notary Public
My Commission Expires: $\frac{7/19/2022}{}$	Printed Name: LISA CIRILLO
AGREED TO AND ACCEPTED:	THE LYNX GROUP, LLE
Lisa Cirillo	By:
	Name: Brian F. Zyburski
Notary Public State of New Jersey	Title: President and CEO
Expires 7/19/2022	Notice Address: 1249 South River Road
Comm. Number 2362183	Suite 202A Cranbury, New Jersey 08512
ACKNOWLEDGMENT	Clanbury, New Jersey 08512
STATE OF NEW JERSEY	)
COUNTY OF MIDDLESEX	)SS. )
me on the basis of satisfactory evidence) to be the pe who, being duly sworn, did depose and say that he exe	ared Brian F. Tyburski, personally known to me (or proved to erson whose name is subscribed to the foregoing instrument, cuted the same in his authorized capacity as the President and , a Delaware limited liability company ("Assignee"), and

acknowledged the instrument to be the free act and deed of Assignee for the uses and purposes mentioned in the instrument. <u>Xisa Cuillo</u> Notary Public

Printed Name: 213A CIRILLO

Lisa Cirillo

Notary Public State of New Jersey Expires 7/19/2022

REEL: 007006 FRAME: 0274

My Commission Expires:  $\frac{7/19/20}{2}$  2 2

Legend: This Trademark Assignment may, but is not required by the parties to, be recorded with the United States Patent and Trademark Office with respect to the Marks indicated with an asterisk "\*".

## **SCHEDULE 1**

# **Assigned Trademarks**

# 1. Active Trademark Registrations

<u>Mark</u>	Jurisdiction	Registration Number	Registration Date
FOSTERING A DIALOGUE TO IMPROVE PATIENT CARE & OUTCOMES	USA	4029791	20-Sep-2011
INTERACTIVE PEER-TO-PEER DISCUSSIONS IN HEMATOLOGY/ONCOLOGY	USA	3617783	05-May-2009

# 2. Common Law Marks

<u>Mark</u>	Jurisdiction	Application Serial Number/Reg. Number	Filing/Reg. Date
PEER-SPECTIVES	USA	87348602*	24-Feb-2017 (Abandoned: 03-03-20)
MYELOMA CASES	USA	85102781*	09-Aug-2010 (Cancelled: 02-16-18)
PEER-SPECTIVES	USA	77496519*	11-Jun-2008 (Cancelled: 08-28-15)
PEER-SPECTIVES	USA	77496472*	11-Jun-2008 (Cancelled: 08-28-15)

4

ACTIVE 51456488v1

**RECORDED: 07/23/2020** 

TRADEMARK REEL: 007006 FRAME: 0275