

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626863

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the entity classification of the Owner from Corporation to Non-Profit Corporation previously recorded on Reel 006998 Frame 0374. Assignor(s) hereby confirms the entity classification of the Owner should be changed from Corporation to Non-Profit Corporation.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AONN Advantage, LLC		07/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AONN Foundation For Learning, Inc.		
Street Address:	1124 Route 202		
Internal Address:	Suite A-4		
City:	Raritan		
State/Country:	NEW JERSEY		
Postal Code:	08869		
Entity Type:	Non-Profit Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6048346	OPN-CG	
Registration Number:	4024121	THE JOURNAL OF ONCOLOGY NAVIGATION & SUR	
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:	langanj@gtlaw.com		
Correspondent Name:	Jennifer Langan		
Address Line 1:	500 Campus Drive		
Address Line 2:	Suite 400		
Address Line 4:	Florham Park, NEW JERSEY 07932		
ATTORNEY DOCKET NUMBER:	193018010100		
NAME OF SUBMITTER:	Jennifer Langan		
SIGNATURE:	/Jennifer Langan/		
DATE SIGNED:	02/18/2021		

CH \$65.00 6048346

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 1st, 2020, is made by AONN ADVANTAGE, LLC, a Delaware limited liability company located at 241 Forsgate Drive, Suite 205a, Monroe Township, NJ 08831 (“**Assignor**”), in favor of AONN FOUNDATION FOR LEARNING, INC., a New Jersey non-profit corporation located at 1124 Route 202, Suite A-4 Raritan, New Jersey 08869 (“**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. Assignment. 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 Schedule 1 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 Schedule 1 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.

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. Counterparts. 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.

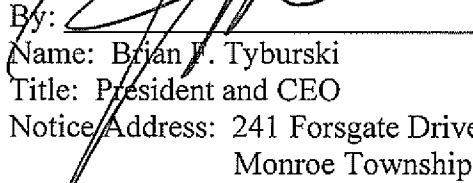
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This 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]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

AONN ADVANTAGE, LLC

By: 
Name: Brian F. Tyburski
Title: President and CEO
Notice Address: 241 Forsgate Drive, Suite 205a
Monroe Township, NJ 08831

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
)SS.
COUNTY OF GLOUCESTER)

On the 10th day of July 2020, before me personally appeared Brian F. Tyburski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President and Chief Executive Officer of AONN Advantage, LLC, a Delaware limited liability company ("Assignor"), and acknowledged the instrument to be the free act and deed of Assignor for the uses and purposes mentioned in the instrument.

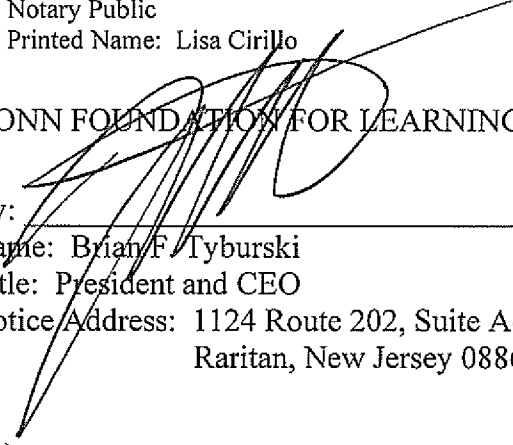

Notary Public
Printed Name: Lisa Cirillo

My Commission Expires: 07/19/2022

AGREED TO AND ACCEPTED:

AONN FOUNDATION FOR LEARNING, INC.


Lisa Cirillo
Notary Public
State of New Jersey
Expires 7/19/2022
Comm. Number 2362183

By: 
Name: Brian F. Tyburski
Title: President and CEO
Notice Address: 1124 Route 202, Suite A-4
Raritan, New Jersey 08869

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
)SS.
COUNTY OF GLOUCESTER)

On the 10th day of July 2020, before me personally appeared Brian F. Tyburski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President and Chief Executive Officer of AONN Foundation for Learning, Inc., a New Jersey non-profit corporation ("Assignee"), and acknowledged the instrument to be the free act and deed of Assignee for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name: Lisa Cirillo

My Commission Expires:
07/19/2022

Lisa Cirillo
Notary Public
State of New Jersey
Expires 7/19/2022
Comm. Number 2362183
TRADEMARK

SCHEDULE 1

Assigned Trademarks


1. Active Trademark Registrations

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
OPN-CG	USA	6048346	05-May-2020
THE JOURNAL OF ONCOLOGY NAVIGATION & SURVIVORSHIP	USA	4024121	06-Sep-2011

2. Active Trademark Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
N/A	N/A	N/A	N/A

3. Common Law Marks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Serial Number/Reg. Number</u>	<u>Filing/Reg. Date</u>
AONN	USA	3733717	January 5, 2010 (Cancelled: August 12, 2016)
ACADEMY OF ONCOLOGY NURSE NAVIGATORS	USA	3700571	October 20, 2009 (Cancelled: May 27, 2016)
	USA	3733718	January 5, 2010 (Cancelled: August 12, 2016)