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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM644061 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:NUNC PRO TUNC ASSIGNMENTEFFECTIVE DATE:07/10/2020

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AONN Foundation for Learning, Inc.		05/03/2021	Non-Profit Corporation: NEW JERSEY

#### **RECEIVING PARTY DATA**

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

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4024121	THE JOURNAL OF ONCOLOGY NAVIGATION & SUR

#### **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: 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:	05/04/2021

**Total Attachments: 5** 

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### CORRECTIVE NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This CORRECTIVE NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), effective as of the dates set forth on Schedule 1 attached hereto, is made by and among AONN ADVANTAGE, LLC, a Delaware limited liability company located at 241 Forsgate Drive, Suite 205a, Monroe Township, NJ 08831 ("AONN LLC"), and AONN FOUNDATION FOR LEARNING, INC., a New Jersey non-profit corporation located at 1124 Route 202, Suite A-4 Raritan, New Jersey 08869 ("AONN Foundation;" together with AONN LLC, the "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.

WHEREAS, Assignee, AONN Foundation and AONN LLC are affiliates and in connection with a reorganization and restructure of the parties operations, the active trademark registration included in the Assigned Trademarks was inadvertently assigned from AONN LLC to AONN Foundation pursuant to a certain Trademark Assignment Agreement, dated as of July 10, 2020, and recorded on July 14, 2020 with the U.S. Patent and Trademark Office at Reel/Frame 699810374 and the pending trademark applications included in the Assigned Marks were inadvertently filed in the name of AONN Foundation; and

WHEREAS, the intention of the parties was to transfer the Assigned Trademarks from AONN LLC to Assignee as of the dates set forth on **Schedule 1**; and

WHEREAS, the parties believe it is in the best interest of each of such parties to give effect to the intended reorganization and restructuring of their respective operations and assets such that Assignor convey, transfer or assign, or will, pursuant to this Trademark Assignment, convey, transfer, and assign to Assignee, and each 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 retroactively effective as of **Schedule 1**;

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;

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- (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.
- (e) <u>Recordation and Further Actions</u>. 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.
- 2. <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.
- 3. <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.
- 4. <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]

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

Assignment as of the date first written above.	
•	AONN ADVANTAGE, LLC
	/ WHI
	By:
	Name: Brian F. Tyburski
	Title: President and CEO
	Notics Address: 241 Forsgate Drive, Suite 205a Monroe Township, NJ 08831
ACKNOWLEDGMENT	
STATE OF NEW JERSEY	)
	)SS.
COUNTY OF GLOUCHESTER	)
to me on the basis of satisfactory evidence) to be the who, being duly sworn, did depose and say that he exc Chief Executive Officer of AONN Advantage, LLC,	peared Brian F. Tyburski, personally known to me (or proved person whose name is subscribed to the foregoing instrument, ecuted the same in his authorized capacity as the President and a Delaware limited liability company ("AONN LLC"), and ed of AONN LLC for the uses and purposes mentioned in the
	Notary Public Cerello
	Printed Name: LISA CLEALCO
My Commission Expires: 719 2022	annus.
AGREED TO AND ACCEPTED:	AONN FOUNDATION FOR LEARNING, INC.
Lisa Cirillo	By:
Notary Public	Name: Brian F. Tyburski
State of New Jersey	Title: Director
Expires 7/19/2022 Comm. Number 2362188	Notice/Address: 1124 Route 202, Suite A-4
Comm. Number 2302100	Raritan, New Jersey 08869
ACKNOWLEDGMENT	
STATE OF NEW JERSEY	)
COUNTY OF GLOUCHESTER	)SS. )
to me on the basis of satisfactory evidence) to be the who, being duly sworn, did depose and say that he e	peared Brian F. Tyburski, personally known to me (or proved person whose name is subscribed to the foregoing instrument, executed the same in his authorized capacity as a Director of ersey non-profit corporation ("AONN Foundation"), and

acknowledged the instrument to be the free act and deed of AONN Foundation for the uses and purposes mentioned in the instrument.

> Notary Public Printed Name:

My Commission Expires: 7/19/2022

Lisa Cirillo

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

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THE LYNX GROUP, LLC

Name: Brian F. Tyburski Title: President and CEO

Notige Address: 1249 South River Road

Suite 202A

Cranbury, New Jersey 08512.

ACKNOWLEDGMENT

STATE OF NEW JERSEY

) )SS.

COUNTY OF GLOUCHESTER

On the 3<sup>rd</sup> day of May 2021, 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 The Lynx Group, LLC, 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.

Hose Culls
Notary Public

Printed Name: LISA CIRILLO

My Commission Expires: 7/14/2022

Lisa Cirillo

Notary Public

State of New Jerse

Expires 7/19/2077

Comm. Number 2567

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

## **SCHEDULE 1**

# **Assigned Trademarks**

# 1. Active Trademark Registrations

<u>Mark</u>	Jurisdiction	SCOUNT OF CARLESON OF THE SCOT	Registration Date	Nunc Pro Tunc Effective Date
THE JOURNAL OF ONCOLOGY NAVIGATION & SURVIVORSHIP	USA	4024121	September 6, 2011	July 10, 2020

# 2. Active Trademark Applications

Mark	<u>Jurisdiction</u>	Application Serial Number	Filing Date	Nunc Pro Tunc Effective Date
THE JOURNAL OF ONCOLOGY NAVIGATION & SURVIVORSHIP	USA	90182241	September 15, 2020	September 15, 2020
THE JOURNAL OF ONCOLOGY NAVIGATION & SURVIVORSHIP	USA	90182252	September 15, 2020	September 15, 2020

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**RECORDED: 05/04/2021**