

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
University of Southern California		05/05/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ellison Institute, LLC		
Street Address:	12414 Exposition Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6009156		
Serial Number:	88896325	REIMAGINING MEDICINE, TRANSFORMING LIVES	
CORRESPONDENCE DATA			
Fax Number:	3105518741		
<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:	3105518755		
Email:	pto-cc@gibsondunn.com		
Correspondent Name:	Mandy Robertson-Bora		
Address Line 1:	2029 Century Park East, Ste. 4000		
Address Line 2:	Gibson Dunn & Crutcher LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3026		
ATTORNEY DOCKET NUMBER:	93107-00119		
NAME OF SUBMITTER:	Mandy Robertson-Bora		
SIGNATURE:	/mandy robertson-bora/		
DATE SIGNED:	07/28/2021		
Total Attachments: 9			
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source=Asset Purchase Agreement (Excerpted and Redacted)#page9.tif

ASSET PURCHASE AGREEMENT

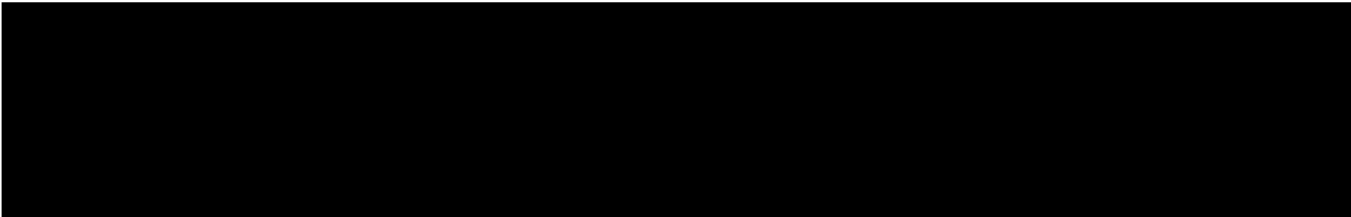
This Asset Purchase Agreement (this "Agreement"), dated as of May 5, 2021, is entered into by and between Ellison Institute, LLC, a California limited liability company ("Buyer"), and University of Southern California, a California nonprofit public benefit corporation ("USC" or "Seller" and, together with Buyer, individually a "Party" and jointly the "Parties"). Exhibit A contains definitions of certain capitalized terms used in this Agreement.

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, certain assets and liabilities of Seller, subject to the terms and conditions set forth herein.

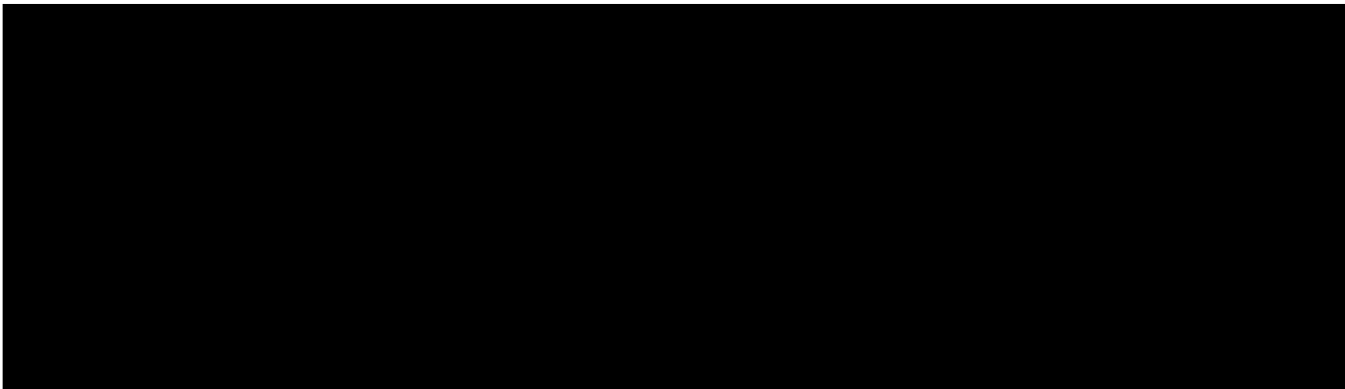
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller (and USC Care Medical Group, Inc. ("USC Care"), with respect to any Institute Assets described on Section 1.1(b) of the Disclosure Schedule for which title is held by USC Care), shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in, to the Institute Assets. As used herein, the "Institute Assets" shall mean only the following assets, properties and rights:



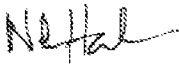
(c) the intangible property related to or associated with the Institute set forth on Section 1.1(c) of the Disclosure Schedule;



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date hereof by their respective officers thereunto duly authorized.

BUYER:

Ellison Institute, LLC

By:  _____

Name: Nate Haratani
Title: Vice President

SELLER:

University of Southern California

By: _____
Name:
Title:

Read, Acknowledged, and Agreed to (solely with respect to the applicable provisions of Section 1.1 of this Agreement):

USC Care Medical Group, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date hereof by their respective officers thereunto duly authorized.

BUYER:

Ellison Institute, LLC

By: _____

Name: Nate Haratani

Title: Vice President

SELLER:

University of Southern California

By:  _____

Name: Charles F. Zukoski

Title: Provost and Senior Vice President,
Academic Affairs

**Read, Acknowledged, and Agreed to
(solely with respect to the applicable
provisions of Section 1.1 of this
Agreement):**


USC Care Medical Group, Inc.

By: _____

Name: Smitha Ravipudi

Title: Chief Executive Officer

USC Care Medical Group, Inc.



By: _____

Name: Smitha Ravipudi

Title: Chief Executive Officer

Read, Acknowledged, and Agreed to (solely with respect to the applicable provisions of Section 5.10 of this Agreement):

Lawrence Investments, LLC

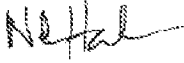
By: _____

Name:

Title:

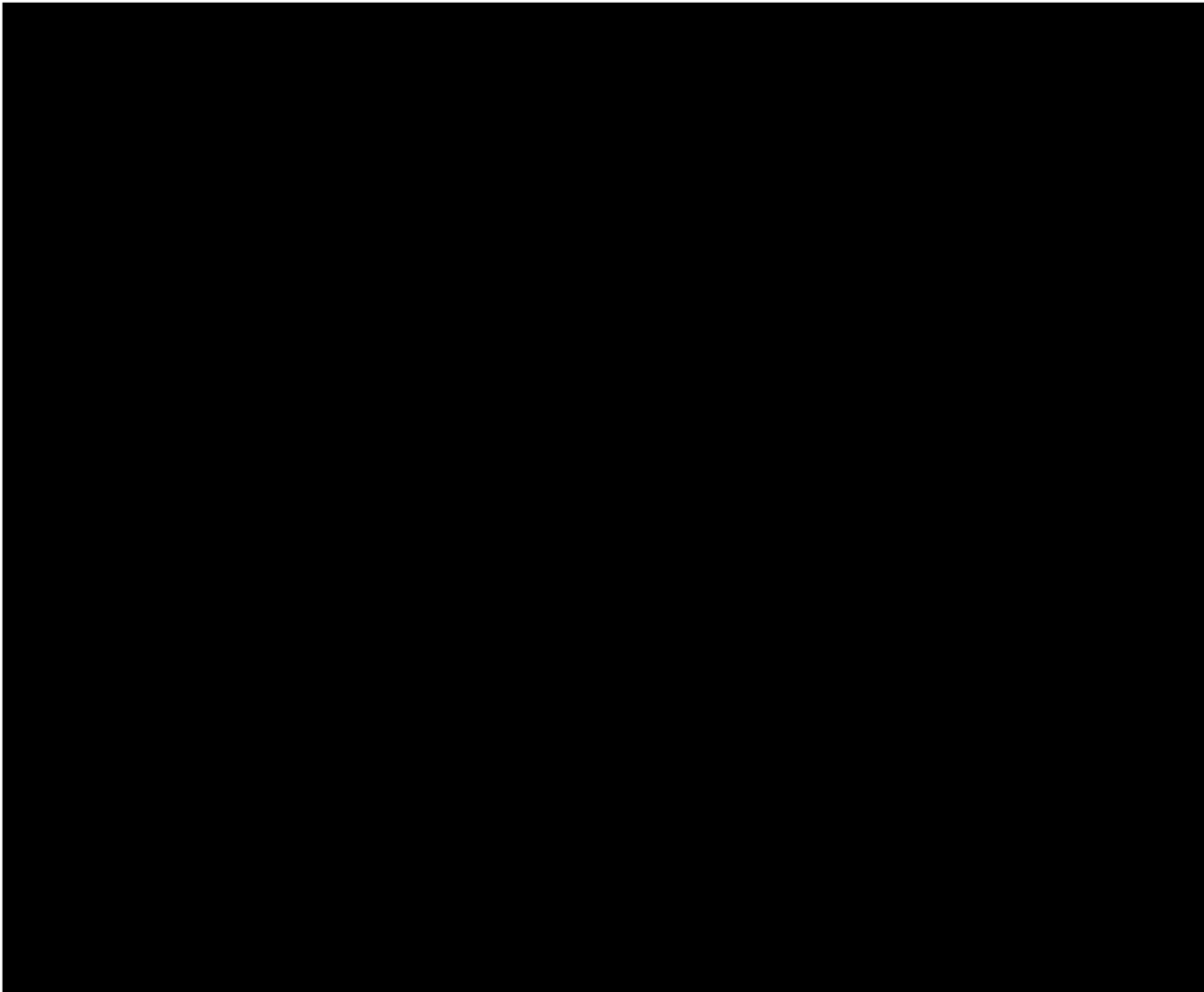
Read, Acknowledged, and Agreed to (solely with respect to the applicable provisions of Section 5.10 of this Agreement):

Lawrence Investments, LLC

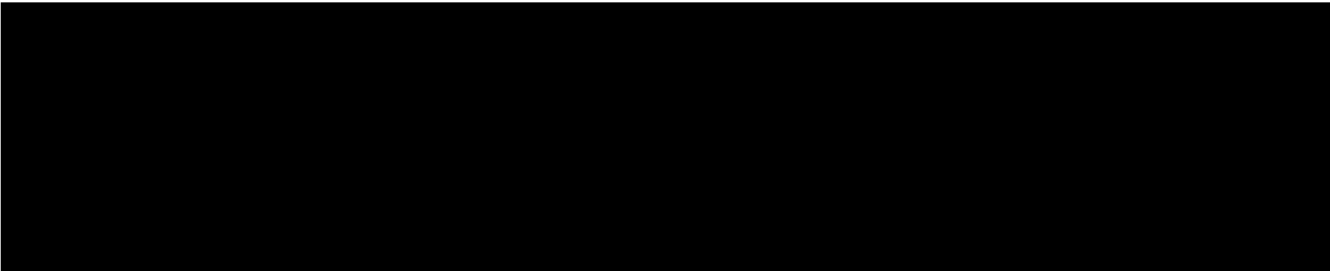
By: 

Name: Nate Haratani

Title: Vice President



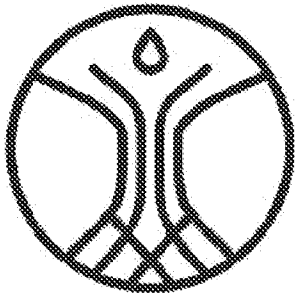
“Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) websites and internet domain name registrations; and (f) all other intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing.



LIST OF TRADEMARKS FOR THE ELLISON INSTITUTE

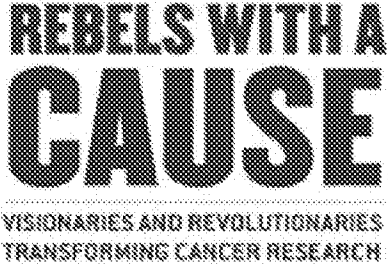

1. TRADEMARKS

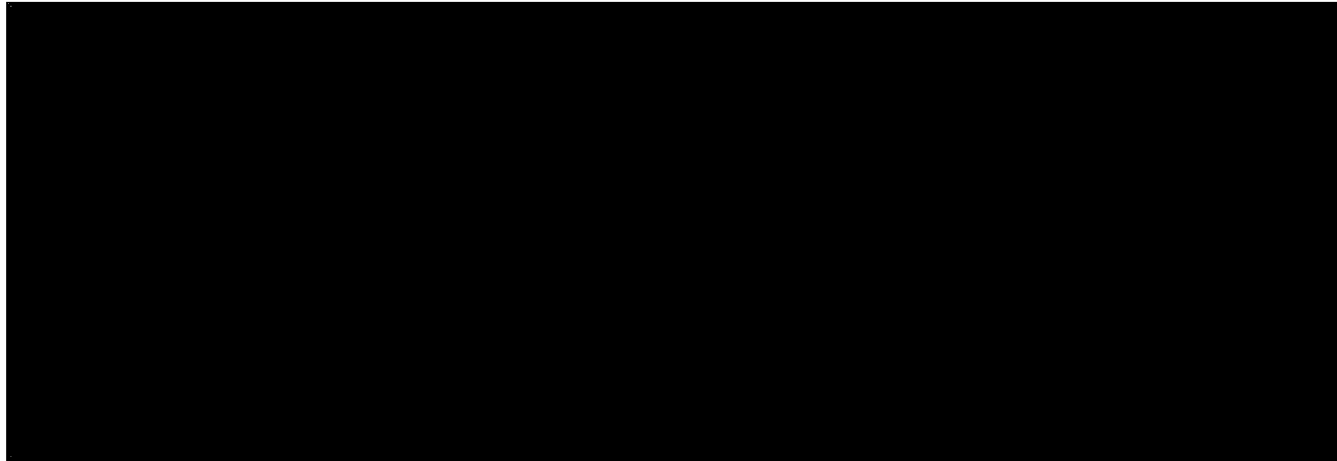
a. Trademark Registrations/Applications

Mark	Country	Registration / Serial No.	Goods and Services
	United States of America	Reg. No. 6,009,156	<p>Class 35: Promoting public awareness of cancer research by means of public advocacy</p> <p>Class 44: Medical and scientific research in the field of cancer treatment and diagnosis; providing information in the field of cancer prevention, screening, diagnosis and treatment; providing a website featuring information in the field of the diagnosis and treatment of cancer; healthcare services, namely, treatment and diagnosis of cancer; healthcare</p>
REIMAGINING MEDICINE, TRANSFORMING LIVES.	United States of America	Ser. No. 88/896,325	<p>Class 35: Promoting public awareness of cancer research by means of public advocacy</p> <p>Class 44: Medical and scientific research in the field of cancer treatment and diagnosis; providing information in the field of cancer prevention, screening, diagnosis and treatment; providing a website featuring information in the field of the diagnosis and treatment of cancer; healthcare services, namely, treatment and diagnosis of cancer; healthcare</p>

b. Common Law Trademarks

16990062.1

Mark
LAWRENCE J. ELLISON INSTITUTE FOR TRANSFORMATIVE MEDICINE
ELLISON INSTITUTE
REBELS WITH A CAUSE
VISIONARIES AND REVOLUTIONARIES TRANSFORMING CANCER RESEARCH

Mark
LAWRENCE J. ELLISON INSTITUTE FOR TRANSFORMATIVE MEDICINE
ELLISON INSTITUTE
INSIGHTS FORUM
HINDSIGHTS. FORESIGHT. INSIGHT.






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