

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	IMAGINATION PUBLISHING L.L.C.		11/01/2012
			LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	NATIONAL HEADACHE FOUNDATION		
Street Address:	828 N. Orleans, Suite 411		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60610		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	4151454	HEADWISE
	Registration Number:	4151453	HEAD WISE
CORRESPONDENCE DATA			
Fax Number:	3142592020		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	314-259-2000		
Email:	ncollora@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 N. Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C071060/0331401		
NAME OF SUBMITTER:	Mark A. Paskar		
Signature:	/Mark A. Paskar/		
Date:	10/04/2013		
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Assignment") is entered into as of November 1, 2012, between Imagination Publishing L.L.C., a limited liability company organized and existing under the laws of the State of Illinois ("Assignor"), and National Headache Foundation, a non-profit corporation organized and existing under the laws of the State of Illinois ("Assignee").

**WHEREAS**, Assignor owns the trademark HEADWISE in connection with a variety of goods and services in Int'l Classes 9, 16, 35 and 41, in United States of America and throughout the world, including all applications and registrations therefore, and owns other transferable rights associated with this mark, including, but not limited to, U.S. Trademark Reg. No. 4,151,454 and 4,151,453, and the good will of the business associated with said marks (collectively, the "Mark"); and

**WHEREAS**, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Mark;


**NOW THEREFORE**, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Mark, including any and all goodwill associated therewith, all applications and registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Mark.

2. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Mark, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Mark.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the below date.

**IMAGINATION PUBLISHING L.L.C.**

By: 

Title: COO

Date: 11/1/12