

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
African Medical & Research Foundation, Inc.		10/03/2013	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	African Medical & Research Foundation
<b>Street Address:</b>	P.O. Box 27691-00506
<b>City:</b>	Nairobi
<b>State/Country:</b>	KENYA
<b>Entity Type:</b>	CORPORATION: KENYA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3431228	AMREF
Registration Number:	3339544	AFRICAN MEDICAL & RESEARCH FOUNDATION
Registration Number:	3339543	AMREF
Registration Number:	3440676	FLYING DOCTORS

**CORRESPONDENCE DATA**

Fax Number: 2123368001  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-336-8000  
 Email: ptodocket@arelaw.com  
 Correspondent Name: Amster, Rothstein & Ebenstein LLP  
 Address Line 1: 90 Park Avenue  
 Address Line 4: New York, NEW YORK 10016

<b>ATTORNEY DOCKET NUMBER:</b>	01283/0001
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DOMESTIC REPRESENTATIVE

CH \$115.00 3431228

Name: Amster, Rothstein & Ebenstein LLP  
Address Line 1: 90 Park Avenue  
Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Anthony F. Lo Cicero
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Signature:	/Anthony F. Lo Cicero/
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Date:	11/08/2013
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Total Attachments: 4  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") dated as of 3 OCTOBER 2013 (the "Effective Date"), is made by and between African Medical & Research Foundation, Inc., a New York corporation ("Assignor") and African Medical & Research Foundation, a company limited by guarantee, incorporated and existing under the laws of Kenya ("Assignee").

### WITNESSETH:

WHEREAS, Assignor is the owner of its right, title and interest in and to the trademark registrations and applications for registration listed on Schedule A (collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with all goodwill associated therewith and the right to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement thereof.

2. Cooperation. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all such other commercially reasonable actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, including its recordation in relevant state and national trademark offices. Without limiting the generality of the foregoing, for the avoidance of doubt, Assignee shall be responsible for, and shall reimburse Assignor for all costs and expenses (including, without limitation, reasonable attorneys' costs and fees) incurred by Assignor in connection with, all United States Patent and Trademark Office filings associated with this Assignment.

3. Warranties. ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE TRADEMARKS, INCLUDING WITH RESPECT TO NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY OR ENFORCEABILITY OF THE TRADEMARKS.

4. General Provisions. This Assignment constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties hereto.

This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by the parties hereto. This Assignment shall bind and inure to the benefit of the parties hereto and their respective assigns, transferees and successors.

5. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

6. Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

*[the remainder of this page has been intentionally left blank; the signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

African Medical & Research Foundation, Inc.

By T S Wilson  
Name: TIMOTHY S. WILSON  
Title: CHAIRMAN, BOARD OF DIRECTORS


African Medical & Research Foundation

By Naeemah Kaleeb  
Name: Naeemah Kaleeb  
Title: Interim Chair AMREF International Board

to OCTOBER 3, 2013pm

Schedule A

Trademark Registrations and Applications

Trademark	Serial No.	Reg. No.	Filing Date	Reg. Date
 AMREF	78862598	3431228	4/17/06	5/20/08
AFRICAN MEDICAL & RESEARCH FOUNDATION	78859073	3339544	4/11/06	11/20/07
AMREF	78858988	3339543	4/11/06	11/20/07
FLYING DOCTORS	78839742	3440676	3/17/06	6/3/08
AMREF USA	Unregistered			