

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roger Williams Medical Center		06/20/2014	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Prospect CharterCare, LLC		
Street Address:	825 Chalkstone Avenue		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02908		
Entity Type:	LIMITED LIABILITY COMPANY: RHODE ISLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4182133	HITM HEPATIC IMMUNOTHERAPY FOR METASTASE	
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>			
Phone:	2126437000		
Email:	pto@sillscummis.com		
Correspondent Name:	Elyse A Marcus		
Address Line 1:	30 Rockefeller Plaza, 29th Floor		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	09230265.000003		
NAME OF SUBMITTER:	Elyse A Marcus		
SIGNATURE:	/Elyse A Marcus/		
DATE SIGNED:	07/18/2014		
Total Attachments: 5			
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TRADEMARK

ASSIGNMENT OF TRADEMARK AND RELATED GOODWILL

WHEREAS, Roger Williams Medical Center, a Rhode Island non-profit corporation having an address at c/o CharterCARE Health Partners, 825 Chalkstone Avenue, Providence, RI 02908 ("ASSIGNOR") is the owner of all of the right, title, and interest in and to the trademark HITM HEPATIC IMMUNOTHERAPY FOR METASTASES and DESIGN (hereinafter called the "Mark") set forth in the record of registration no. 4,182,133 on the Principal Register of the United States Patent and Trademark Office attached hereto and made a part hereof, and of the goodwill associated with the Mark; and

WHEREAS, it is the intention of ASSIGNOR and of Prospect CharterCare, LLC, a Rhode Island limited liability company, the latter having an address at 825 Chalkstone Avenue, Providence, RI 02908 ("ASSIGNEE"), that ASSIGNEE shall hereby acquire and thereby henceforth own all of ASSIGNOR'S right, title and interest in and to the Mark, including all of ASSIGNOR'S United States, foreign, and international rights therein;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, ASSIGNOR hereby assigns, conveys, sells, and transfers to ASSIGNEE and to ASSIGNEE'S successors and assigns, and ASSIGNEE hereby accepts, all of ASSIGNOR'S right, title, and interest in and to the Mark throughout the world, together with the goodwill associated with the Mark, and any and all extensions and renewals thereof, solely with respect to the Mark, all royalties, damages, and payments now or hereafter due or payable, all causes of action (in law and/or equity) related thereto, along with any and all rights of disposition and enforcement with respect thereto, including, without limitation, all rights to renew, maintain, or abandon the Mark and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to ASSIGNEE hereunder.

Each of ASSIGNOR and ASSIGNEE represents and warrants to the other that it possesses the legal power, authority and ability to effectuate this Assignment, and that its designated signatory hereto has the legal power, authority and ability to execute this Assignment on behalf of ASSIGNOR or ASSIGNEE, as the case may be.

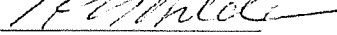
ASSIGNOR represents and warrants to ASSIGNEE, and to ASSIGNEE'S successors and assigns, that ASSIGNOR has not and will not execute any writing or do any act that conflicts with this Assignment. ASSIGNOR will, when requested by ASSIGNEE, execute and deliver all rightful oaths, assignments, powers of attorney, and all copies and embodiments, if any, in ASSIGNOR'S possession or control including but not limited to the right to file and prosecute in ASSIGNEE'S own name, wherever so permitted by law, applications, including corresponding applications outside of the United States, and to claim priority to applications pursuant to any and all applicable treaties, to ASSIGNEE and/or to agents and legal representatives of ASSIGNEE, and all other papers necessary and proper to carry out the intent and purposes of this Assignment.

ASSIGNOR agrees upon the request of ASSIGNEE to cease using the Mark and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the Mark, goodwill, and rights assigned, conveyed, sold and transferred herein, as requested by Assignee or its successors or assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademark and Related Goodwill as of the 20th day of June, 2014.

Roger Williams Medical Center, ASSIGNOR

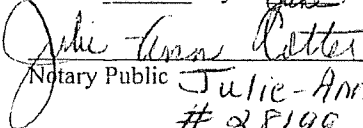
Prospect CharterCare, LLC, ASSIGNEE

By 

By _____

Subscribed and sworn to before me
on this 3 day of June, 2014

Subscribed and sworn to before me
on this _____ day of _____, 2014


Notary Public Julie-Ann Cotter
28199

Notary Public

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademark and Related Goodwill as of the 20th day of June, 2014.

Roger Williams Medical Center, ASSIGNOR

By _____

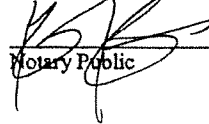
Subscribed and sworn to before me on this _____ day of _____, 2014

Notary Public

Prospect CharterCare, LLC, ASSIGNEE

By _____

Subscribed and sworn to before me on this 11th day of June 2014

 Brett Bares

Notary Public

BRETT A. BARES
NOTARY PUBLIC
STATE OF LOUISIANA
MY COMMISSION IS ISSUED FOR LIFE
LA. BAR NO. 31615
LA NOTARY NO. 87716