

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM486239

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virginia Tech Carilion School of Medicine, Inc.		07/01/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Virginia Polytechnic Institute and State University		
Street Address:	210 Burruss Hall		
City:	Blacksburg		
State/Country:	VIRGINIA		
Postal Code:	24061		
Entity Type:	State University: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4289420	VIRGINIA TECH CARILION SCHOOL OF MEDICIN	
Registration Number:	4206475	VTC	
Registration Number:	4206474	VTC	
CORRESPONDENCE DATA			
Fax Number:	5093238979		
<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:	509-944-4647		
Email:	trademarks@leehayes.com, karig@leehayes.com		
Correspondent Name:	Kari Gondry		
Address Line 1:	601 W Riverside Ave. Suite 1400		
Address Line 4:	Spokane, WASHINGTON 99201		
ATTORNEY DOCKET NUMBER:	V056-0005TMUS		
NAME OF SUBMITTER:	Kari Gondry		
SIGNATURE:	/Kari Gondry/		
DATE SIGNED:	08/15/2018		
Total Attachments: 3			
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OP \$90.00-4289420

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is made and entered into effective as of July 1, 2018, by and between Virginia Tech Carilion School of Medicine, Inc. a Virginia non-stock corporation (the "Assignor"), and Virginia Polytechnic Institute and State University, a state agency and public institution of higher education of the Commonwealth of Virginia (the "Assignee"); and provides as follows:

WHEREAS, Assignor has adopted and used the trademarks set forth on Exhibit A attached hereto (the "Marks");

WHEREAS, the Marks have been and are continuously used in connection with Assignor's business; and

WHEREAS, Assignee, having an address at 210 Burruss Hall, Blacksburg, Virginia 24061, is desirous of acquiring the Marks, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain Integration and Operation Memorandum of Understanding dated as of June 29, 2018, by and among, Assignor, Assignee, and Carilion Clinic, a Virginia nonstock corporation (the "MOU"), Assignor hereby transfers and assigns unto Assignee all right, title and interest in and to the Marks, including the right to sue for damages, seek injunctive relief, and other remedies in respect of any infringement of the Marks which may have occurred before, on or, after the date of this Agreement, together with the goodwill of the business symbolized by the Marks.

Assignee shall file this Agreement with the Assignments Division (Trademarks) of the United States Patent and Trademark Office and all other appropriate foreign trademark offices, if appropriate and necessary.

This Agreement is subject to the terms and conditions of the MOU and the provisions contained in the MOU are incorporated herein by reference, constitute an integral part of this Agreement, and shall survive the execution of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and together they shall constitute one Agreement. Facsimile or other electronic signatures shall be considered original signatures for the purpose of execution and enforcement of the rights delineated in this Agreement.

Each party hereto agrees, upon the reasonable request of the other party hereto to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Agreement.

[Signature Page Follows]

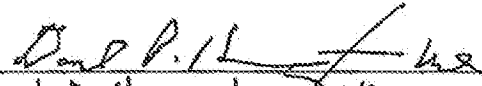
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TRADEMARK
REEL: 006439 FRAME: 0504

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment of Trademarks as of the date first written above.

ASSIGNOR:

Virginia Tech Carilion School of Medicine, Inc.

By: 
Name: Daniel P. Harrington, MD
Title: Secretary
Date: July 6, 2018

ASSIGNEE:

Virginia Polytechnic Institute and State University


By: 
Name: Timothy D. Sands
Title: President
Date: July 7, 2018

EXHIBIT A

Trademark	Country	Registration Date	Registration Number
VIRGINIA TECH CARILION SCHOOL OF MEDICINE AND RESEARCH INSTITUTE	US	02/12/2013	4289420
VTC	US	09/11/2012	4206475
VTC	US	09/11/2012	4206474