

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vs. Cancer, Inc.		10/31/2016	Non-Profit Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	The Pediatric Brain Tumor Foundation of the United States, Inc.		
Street Address:	6065 Roswell Road NE, Suite 505		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Non-Profit Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4958605	VS. CANCER FOUNDATION	
Registration Number:	4958606	VS.	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128762837		
Email:	hope.karmo@dentons.com		
Correspondent Name:	Dentons US LLP c/o Tara Reedy Sliva		
Address Line 1:	P.O. Box 1302		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	09500000-00N150		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	05/11/2022		
Total Attachments: 5			
source=Vs. Cancer - PBTF - Trademark Assignment EXECUTED#page1.tif			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**") is dated October 31, 2016 between **VS. CANCER, INC.**, a North Carolina non-profit corporation ("**Assignor**"), and **THE PEDIATRIC BRAIN TUMOR FOUNDATION OF THE UNITED STATES, INC.**, a Georgia non-profit corporation ("**Assignee**").

RECITALS

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement dated July 29, 2016 (the "**Purchase Agreement**");

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the trademarks set forth on Exhibit A (collectively, the "**Marks**") to the Assignee and the Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for the good and valuable consideration set forth herein, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

AGREEMENTS

1. Pursuant to and for the consideration set forth in the Purchase Agreement, the Assignor agrees to sell, assign, transfer, convey and deliver, and hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill associated with the Marks, together with (i) all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, and (ii) all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "**Commissioner**"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Assignment. The Assignor hereby further requests the Commissioner and his or her non-American counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Effective as of the date of this Assignment, this Assignment contains the complete, full, and exclusive understanding of the Assignor and the Assignee as to its subject matter and supersedes any prior agreement between the Assignor and the Assignee regarding the Marks and rights described herein.

4. Upon reasonable request by the Assignee, the Assignor shall execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as such Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of such Assignor, to execute any such further papers.

5. This Assignment may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement, and any such executed counterpart may be delivered by transmission of the manually signed document by facsimile transmission or in "pdf" form delivered by electronic mail, and such facsimile or "pdf" representation of such manual signature will constitute execution thereof.

6. This Assignment will be governed, construed and interpreted in accordance with the laws of North Carolina, without reference to rules of conflicts or choice of laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Vs. CANCER, INC.

By: 

Name: Doug Porter

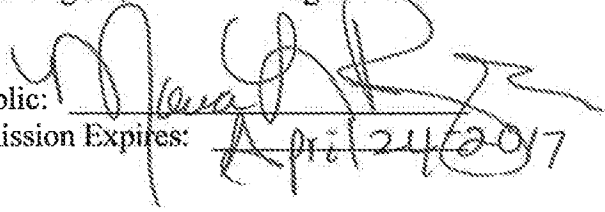
Title: Chairman of Board of Directors

Address for Notices:

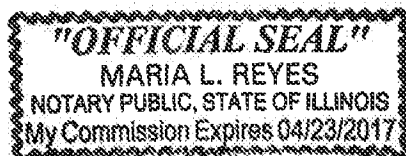
4804 Lawn Ave
Western Springs, IL 60558

STATE OF Illinois
COUNTY OF Cook

On this 24th day of Oct 2016, before me, a Notary Public in and for the State and County
foresaid, personally appeared Douglas C. Porter, known by me to be the person
above named and an officer of Assignor, who is duly authorized to execute this Assignment on
behalf of Assignor, and who signed and executed the foregoing instrument on behalf of
Assignor.

Notary Public: 

My Commission Expires: April 24, 2017



ASSIGNEE:

THE PEDIATRIC BRAIN TUMOR FOUNDATION OF THE UNITED STATES, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

STATE OF North Carolina
COUNTY OF Buncombe

On this 25th day of October, 2016, before me, a Notary Public in and for the State and County
foresaid, personally appeared Donald W. Gorden, known by me to be the person
above named and an officer of Assignee, who is duly authorized to execute this Assignment on
behalf of Assignee, and who signed and executed the foregoing instrument on behalf of
Assignee.

Notary Public, _____

My Commission Expires: _____

Signature Page to Trademark Assignment

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Exhibit A

1. Trademark Applications and Registrations

Mark	Application Details
VS. CANCER FOUNDATION	Reg. No. 4, 958,605 Registered May 17, 2016
VS. stylized logo	Reg. No. 4,958,606 Registered May 17, 2016
TO CURE KIDS' CANCER	Filed on May 11, 2015; application still awaiting resolution

2. Common Law Trademarks