

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The University of Utah		05/09/2018	body politic and corporate: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medical University of South Carolina		
<b>Street Address:</b>	135 Cannon Street, Suite 402		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29425		
<b>Entity Type:</b>	State Agency: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4752527	WHAT'S POSSIBLE	
<b>Registration Number:</b>	4728402	WHAT'S POSSIBLE	
<b>Registration Number:</b>	4748641	WHAT'S POSSIBLE	
<b>Registration Number:</b>	4633654	CHALLENGING WHAT'S POSSIBLE	
<b>Registration Number:</b>	4633653	EXPLORING WHAT'S POSSIBLE	
<b>Registration Number:</b>	4685518	PIONEERING WHAT'S POSSIBLE	
<b>Registration Number:</b>	4633652	REDEFINING WHAT'S POSSIBLE	
<b>Registration Number:</b>	4646178	DISCOVERING WHAT'S POSSIBLE	
<b>Registration Number:</b>	4633651	IMAGINING WHAT'S POSSIBLE	
<b>Registration Number:</b>	4735990	WHAT'S POSSIBLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<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>			
<b>Phone:</b>	(843) 720-4302		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	Nelson Mullins Riley & Scarborough LLP		
<b>Address Line 1:</b>	301 S. College Street		
<b>Address Line 2:</b>	23rd Floor, IP Department		

CH \$265.00 4752527

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 005986/01503

**NAME OF SUBMITTER:** John C. McElwaine

**SIGNATURE:** /John C. McElwaine/

**DATE SIGNED:** 06/14/2018

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AND RELEASE

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND RELEASE (this "Agreement") is made and entered into effective as of May 9, 2018, by and between the Medical University of South Carolina, a South Carolina state agency ("Assignee") and the University of Utah, a body corporate and politic of the State of Utah ("Assignor").

WHEREAS, Assignor is the owner of the mark CHANGING WHAT'S POSSIBLE, U.S. Reg. No. 4003495 and, based thereon, sent a letter on February 2, 2016, requesting that Assignor cease using certain trademarks containing the words "WHAT'S POSSIBLE" and Assignee filed a Cancellation Proceeding (Cancellation No. 92064568) seeking to cancel U.S. Reg. Nos. 4735990 and 4633651 owned by Assignor (collectively, the "Dispute");

WHEREAS, Assignor has denied the allegations made by Assignee in the Dispute; and

WHEREAS, Assignor is willing to assign to Assignee all of Assignor's right, title and interest in and to the trademarks listed on Exhibit A (collectively "Assigned Marks"), including all goodwill pertaining thereto, and Assignee is willing to accept such assignment on the terms and conditions set forth herein, provided that Assignee assume the rights and responsibilities currently owned by Assignor in certain agreements set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

### 1. Transfer of Assigned Marks and Agreements.

1.1 Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to continue any pending trademark administrative actions or sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks.

1.2 Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein, subject to any limitations due to the Trademark Co-Existence Agreement entered into between Assignor and Froedter Health, Inc. ("Froedter") on October 11, 2016 and the Consent Agreement dated February 5, 2014 between Assignor and Gap (Apparel), LLC ("Gap") (collectively the Consent Agreements).

1.3 Assignor further assigns and transfers its rights and responsibilities under the Consent Agreements.

2. Further Assurances.

2.1 Assignor further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof, or the ownership of the Assigned Marks by Assignee

2.2 Assignor shall execute and deliver such further instruments, and take such further actions, as may be reasonably necessary to evidence more fully the transfer of ownership of the Assigned Marks to Assignee. In the event such actions exceed five hours, Assignee shall compensate Assignor for time expended on such actions. In no event will Assignor or its agents or employees be required to travel outside of Utah for this purpose.

3. Payment.

3.1 In consideration for the transfer of Assigned Marks, within ten (10) days of execution of this Agreement, Assignee shall pay Assignor [REDACTED] dollars.

4. Representations and Warranties.

4.1 Assignor represents and warrants that:

(a) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Assigned Marks, free and clear of any liens, charges and encumbrances, except for the Consent Agreements;

(b) Except for the Consent Agreements, Assignor has not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Assigned Marks in any way;

(c) This Agreement does not violate any security agreement, indenture, order, or other instrument or agreement to which Assignor, or either of them, is a party; and

(d) Assignor has not used, registered, attempted to register or assisted any other party in using, registering, or attempting to register, and it will not use, attempt to register or assist any other party in using or attempting to register the Assigned Marks.

4.2 Assignee represents and warrants that Assignee has entered into agreements with Froedtert and Gap wherein Froedtert and Gap have agreed to the assignment of Assignor's rights and responsibilities to Assignee such that Assignor is released from its responsibilities under the Consent Agreements.

5. Mutual Releases.

5.1 Assignor and Assignee acknowledge and agree that this Agreement will settle any and all claims that each party may have against the other raised in connection with the Dispute. Except for the rights, duties and obligations created by this Agreement, the parties fully and finally agree on behalf of themselves individually and their respective companies and on behalf of their respective past, present and future affiliates, parent companies, subsidiaries, officers, directors, attorneys, insurers, agents, employees, predecessors, successors, heirs and assigns to release and forever discharge one another and their respective affiliates, past and present, and each of them, and all persons acting by, through and under or in concert with such persons, of and from any and all liability, claims, actions, causes of action, suits and demands, whether in law or in equity, whether known or unknown, for damages of any kind, character or description, costs, expenses, compensation, consequential damages, attorneys' fees and expenses of litigation and any damages for fraud or misrepresentation or other thing whatsoever, arising out of the Dispute. Claims arising from any breach of this Agreement are not released.

6. Miscellaneous.

6.1 The provisions of this Agreement constitutes the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

6.2 Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

6.3 The terms of this Agreement are severable. If any term is declared invalid, it shall not affect the remaining terms which shall continue to be binding and subsisting.

6.4 This Agreement may be executed in one or more counterparts each of which shall be deemed one and the same instrument. Facsimile or PDF execution and delivery of this Agreement is legal, valid and binding execution and delivery for all purposes. The facsimile or electronic signature shall be valid and acceptable for all purposes as if it were an original.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

ASSIGNOR

By: [Signature]  
Name: Scott S. LLOYD  
Title: Exec Director Operations, HCT  
Date signed: 4/23/18

ASSIGNEE

By: [Signature]  
Name: Patrick J. Cawley, MD  
Title: CEO, MUSC Health  
Medical University of South Carolina  
Date signed: 5/1/18

OFFICE OF THE  
GENERAL COUNSEL  
MUSC Health  
APPROVED AS TO FORM  
BY: [Signature]  
DATE: 5-7-18

## EXHIBIT "A"

The Assigned Marks shall include the following:

Reg. No.	MARK	SERVICES
4752527	WHAT'S POSSIBLE	<p>IC 044: Medical services; medical care services; health care services, namely, cancer care; hospital services, medical testing services for diagnostic or treatment purposes; clinical medical test services for diagnostic or treatment purposes; medical imaging services; medical radiology services; medical chemotherapy services; surgery services; providing medical care, diagnosis and treatment of cancer; providing medical care, diagnosis and treatment of cancer for the uninsured and underinsured; medical recovery services in the nature of rehabilitation patient care services; medical rehabilitation patient care services; providing medical services in the fields of genetics, cancer, cancer diagnosis, cancer prevention, cancer treatment; preparation and dispensing of medications; providing medical information and consultation in the fields of medicine, genetics, cancer, cancer awareness, cancer testing, cancer diagnosis, cancer prevention, cancer treatment, and patient reports</p>
4728402	WHAT'S POSSIBLE	<p>IC 042: Research in the fields of cancer, cancer diagnosis, cancer prevention and cancer treatment; providing medical research information and consultation in the fields of cancer research and cancer testing; on-line medical research information services in the fields of cancer, cancer research and cancer testing; and on-line search engine facility services in the fields of cancer, cancer awareness, cancer research, cancer testing, cancer diagnosis, cancer prevention, and cancer treatment</p>
4748641	WHAT'S POSSIBLE	<p>IC 041: Educational services, namely, providing seminars, classes, conferences, lectures, workshops in the fields of science, medicine, genetics, cancer, cancer awareness, cancer research, cancer testing, cancer diagnosis, cancer prevention, cancer treatment, and cancer patient and family support; Educational services, namely, providing a learning center featuring training in the fields of science, medicine, genetics, cancer, cancer awareness, cancer research, cancer testing, cancer</p>

Reg. No.	MARK	SERVICES
		diagnosis, cancer prevention, cancer treatment, and cancer patient and family support; and library services in the fields of science, medicine, genetics, cancer, cancer awareness, cancer research, cancer testing, cancer diagnosis, cancer prevention, cancer treatment, and cancer patient and family support
4633654	CHALLENGING WHAT'S POSSIBLE	IC 036: Charitable fundraising services for cancer research and treatment
4633653	EXPLORING WHAT'S POSSIBLE	IC 036: Charitable fundraising services for cancer research and treatment
4685518	PIONEERING WHAT'S POSSIBLE	IC 036: Charitable fundraising services for cancer research and treatment
4633652	REDEFINING WHAT'S POSSIBLE	IC 036: Charitable fundraising services for cancer research and treatment
4646178	DISCOVERING WHAT'S POSSIBLE	IC 036: Charitable fundraising services for cancer research and treatment
4633651	IMAGINING WHAT'S POSSIBLE	IC 036: Charitable fundraising services for cancer research and treatment
4735990	WHAT'S POSSIBLE	IC 036: Charitable fundraising services for cancer research and treatment