

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cord:Use Cord Blood Bank, Inc.		06/11/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Cryo-Cell International, Inc.		
Street Address:	700 Brooker Creek Blvd.		
Internal Address:	Suite 1800		
City:	Oldsmar		
State/Country:	FLORIDA		
Postal Code:	34677		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3442775	CORD:USE	
Registration Number:	5281508	BEATING CANCER PAR FOR THE COURSE	
Registration Number:	4269378	THE TEAM THAT DID IT FIRST. THE TEAM THA	
Registration Number:	4909020	REGENECORD	
Registration Number:	4808823	MY CORD BLOOD IS CHILLIN AT CORD:USE	
Registration Number:	4597536	BANK FOR THE FUTURE	
Registration Number:	4597535	BANK WITH CONFIDENCE	
Registration Number:	4488825	BABY'S FIRST BANK	
Registration Number:	3786225	THE WAY TO SAVE LIFE	
Registration Number:	3577889	HELP WIN THE RACE FOR LIFE	
Registration Number:	3835675	BANK WITH THE LEADERS	
Registration Number:	3595477	CORD BLOOD SAVES LIVES... IT'S A HOMERUN	
Registration Number:	3537520	CORD BLOOD SAVES LIVES, IT'S A SLAM DUNK	
Serial Number:	78629652	HELP SLAM DUNK SICKLE CELL DISEASE	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 813-229-7600
Email: ttimmerman@slk-law.com
Correspondent Name: SHUMAKER LOOP & KENDRICK, LLP
Address Line 1: 101 East Kennedy Boulevard
Address Line 2: Suite 2800
Address Line 4: TAMPA, FLORIDA 33602

NAME OF SUBMITTER:	J. Todd Timmerman
SIGNATURE:	/J. Todd Timmerman/
DATE SIGNED:	06/21/2018

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of June 11, 2018, is made by Cord:Use Cord Blood Bank, Inc., a Florida corporation (“Seller”), in favor of Cryo-Cell International, Inc., a Delaware corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller, dated as of May 29, 2018 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Cord:Use Cord Blood Bank, Inc.

By: 
Name: Edward S. Guindi MD
Title: President & CEO
Address for Notices:

1991 Summit Park Drive, Suite 2000
Orlando FL 32810
E-mail: eguindi@corduse.com
Attention: Edward Guindi, M.D., President

AGREED TO AND ACCEPTED:

Cryo-Cell International, Inc.

By: _____
Name:
Title:
Address for Notices:

700 Brooker Creek Blvd, Suite 1800
Oldsmar, FL 34677
E-mail: mportnoy@cryo-cell.com
Attention: Mark Portnoy, Co-CEO

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Cord:Use Cord Blood Bank, Inc.

By: _____

Name:

Title:

Address for Notices:

1991 Summit Park Drive, Suite 2000

Orlando FL 32810

E-mail: eguindi@corduse.com

Attention: Edward Guindi, M.D., President

AGREED TO AND ACCEPTED:

Cryo-Cell International, Inc.

By:  _____

Name: Mark Portnoy

Title: Co-CEO

Address for Notices:

700 Brooker Creek Blvd, Suite 1800

Oldsmar, FL 34677

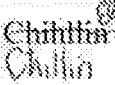
E-mail: mportnoy@cryo-cell.com

Attention: Mark Portnoy, Co-CEO

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Cord:Use	U.S.P.T.O	3442775	June 3, 2008
Beating Cancer par for the Course	U.S.P.T.O	5281508	September 5, 2017
The Team That Did It First. The Team That Does it Best.	U.S.P.T.O	4269378	January 1, 2013
Regenecord	U.S.P.T.O	4909020	March 1, 2016
My Cord Blood is  Chillin at CORD:USE	U.S.P.T.O	4808823	September 8, 2015
Bank for the Future	U.S.P.T.O	4597536	September 2, 2014
Bank with Confidence	U.S.P.T.O	4597535	September 2, 2014
Baby's First Bank	U.S.P.T.O	4488825	February 25, 2014
The Way to Save Life	U.S.P.T.O	3786225	May 4, 2010
Help Win the Race for Life	U.S.P.T.O	3577889	February 17, 2009
Bank with the Leaders	U.S.P.T.O	3835675	August 17, 2010
Cord Blood Saves Lives It's a Homerun	U.S.P.T.O	3595477	March 24, 2009
Cord Blood Saves Lives It's a Slam Dunk	U.S.P.T.O	3537520	November 25, 2008

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
Help Slam Dunk Sickle Cell Disease				