

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7935091

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	04/01/2022
CONVEYING PARTY DATA	
Name	Execution Date
FRED HUTCHINSON CANCER RESEARCH CENTER	03/30/2022
NEWLY MERGED ENTITY DATA	
Name	Execution Date
SEATTLE CANCER CARE ALLIANCE	03/30/2022
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)	
Name:	FRED HUTCHINSON CANCER CENTER
Street Address:	1100 FAIRVIEW AVENUE N.
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15570209
CORRESPONDENCE DATA	
Fax Number:	(206)682-6031
<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:	(206) 622-4900
Email:	JasonS@SeedIP.com
Correspondent Name:	JOHN A. MORGAN
Address Line 1:	SEED IP LAW GROUP LLP
Address Line 2:	701 FIFTH AVENUE, SUITE 5400
Address Line 4:	SEATTLE, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	360056.496USPC
NAME OF SUBMITTER:	JOHN MORGAN
SIGNATURE:	/John A. Morgan/
DATE SIGNED:	05/03/2023

Total Attachments: 16

source= FHCC Articles of Merger (from SOS)#page1.tif

source= FHCC Articles of Merger (from SOS)#page2.tif

source= FHCC Articles of Merger (from SOS)#page3.tif

source= FHCC Articles of Merger (from SOS)#page4.tif

source= FHCC Articles of Merger (from SOS)#page5.tif

source= FHCC Articles of Merger (from SOS)#page6.tif

source= FHCC Articles of Merger (from SOS)#page7.tif

source= FHCC Articles of Merger (from SOS)#page8.tif

source= FHCC Articles of Merger (from SOS)#page9.tif

source= FHCC Articles of Merger (from SOS)#page10.tif

source= FHCC Articles of Merger (from SOS)#page11.tif

source= FHCC Articles of Merger (from SOS)#page12.tif

source= FHCC Articles of Merger (from SOS)#page13.tif

source= FHCC Articles of Merger (from SOS)#page14.tif

source= FHCC Certificate of Merger and Name Change (from SOS)#page1.tif

source= FHCC Certificate of Fact (SOS)#page1.tif

**ARTICLES OF MERGER
OF
FRED HUTCHINSON CANCER RESEARCH CENTER
INTO
SEATTLE CANCER CARE ALLIANCE**

Pursuant to Section 740 of Chapter 24.03A RCW, the Washington Nonprofit Corporation Act (the "Act"), Fred Hutchinson Cancer Research Center, a Washington nonprofit corporation with an address of 1100 Fairview Avenue N. Seattle, WA 98109 ("Merging Corporation") and Seattle Cancer Care Alliance, a Washington nonprofit corporation having an address of 825 Eastlake Avenue East, Seattle WA 98109 ("Surviving Corporation"), hereby submit the following Articles of Merger:

1. Names of the Parties. The name of the Merging Corporation is Fred Hutchinson Cancer Research Center and the name of the Surviving Corporation is Seattle Cancer Care Alliance. Upon the Effective Time of the Merger, as outlined in the Articles of Amendment, the name of the Surviving Corporation shall be changed to "Fred Hutchinson Cancer Center" having an address of 1100 Fairview Avenue N. Seattle, WA 98109.

2. Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall be amended as of the Effective Time of the Merger in the form set forth as Exhibit A attached hereto (the "Articles of Amendment").

3. Effect of Merger. Pursuant to RCW 24.03A.745, all property owned by the Merging Corporation including but not limited to any right (including the right to claim priority), title, and interest in and to any patents and patent applications shall be transferred to the Surviving Corporation as a result of the merger.

4. Board Approvals. The Plan of Merger whereby the Merging Corporation will merge with and into the Surviving Corporation (the "Plan of Merger") was adopted by the directors of the Merging Corporation in accordance with resolutions approved at a meeting of the Merging Corporation's Board of Directors held on March 15th, 2022. The Plan of Merger was adopted by the directors of the Surviving Corporation in accordance with resolutions approved at a meeting of the Surviving Corporation's Board of Directors held on March 8th, 2022.

5. Member Approval. In accordance with Section 735 of the Act, the Plan of Merger was approved by the members of the Surviving Corporation by unanimous written consent on March 31st, 2022. The Merging Corporation is exempt from member approval under Section 735 of the Act as a non-member nonprofit corporation.

6. Effective Time and Date. The effective time and date of the Merger shall be 12:01am on April 1, 2022 (the "Effective Time").

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger in an official and authorized capacity this 30th day of March, 2022.

Surviving Corporation:

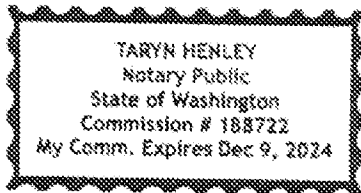
Seattle Cancer Care Alliance,
a Washington nonprofit corporation

By: [Signature]
Nancy E. Davidson, MD, President and
Executive Director

STATE OF Washington) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Nancy E. Davidson MD is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President and Executive Director of Seattle Cancer Care Alliance, a Washington nonprofit corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: March 30, 2022.



[Signature]
Signature
Print Name: Taryn Henley
Notary Public in and for the State of: WA
Residing at: Seattle, WA, USA
My Commission Expires: 12/9/2024

Signature Page to Articles of Merger

EXHIBIT A:
ARTICLES OF AMENDMENT

**ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF
SEATTLE CANCER CARE ALLIANCE**

UBI No. 601 883 375

Pursuant to the provisions of RCW Chapter 24.03A, the undersigned adopts the following Articles of Amendment to the Articles of Incorporation of Seattle Cancer Care Alliance.

1. UBI No.: The UBI No. of Seattle Cancer Care Alliance is 601 883 375.
2. Name of Corporation: The name of record of the corporation is Seattle Cancer Care Alliance (the "Corporation").
3. Article I of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE I
Name

The name of the corporation is Fred Hutchinson Cancer Center ("Corporation").

4. Article III of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE III
Purpose

The Corporation is organized under and subject to Chapter 24.03A of the Revised Code of Washington, and shall be operated exclusively for charitable, scientific and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision, to create and operate a preeminent, world-class cancer center that is a leader in translating scientific discovery into the prevention, diagnosis, treatment, and cure of cancer and related diseases and to improve the health of the public, reflecting the benefits, opportunities and strengths of being cancer focused but also part of a comprehensive health system, and incorporating an approach to healthcare that addresses the full range of health care needs of patients. Without limiting the generality of the foregoing, the Corporation is organized and operated for the following purposes:

- (a) Operating a comprehensive cancer center that treats the whole person and provides an exceptional patient experience;

(b) Seeking to improve health outcomes for historically underserved populations and access to advanced treatment for patients in the Corporation's catchment area;

(c) Conducting world leading research programs that accelerate the application of basic science discoveries to cure and prevent cancer and related diseases;

(d) Enabling the rapid application of research advances to transform care for cancer and related diseases and to achieve the world's best clinical outcomes;

(e) Developing and maintaining a culture of caring, innovation and collaboration and diversity, equity and inclusion that allows for the recruitment and retention of preeminent health care professionals and scientists who reflect our broader communities;

(f) Having state-of-the art facilities and technology;

(g) Ensuring robust growth regionally, nationally and globally to improve access for patients to clinical trials and best outcomes;

(h) Developing and maintaining a reputation of national prominence and global leadership that is supported by strong philanthropy and attracts greater research funding;

(i) Ensuring strong cash flow generation that enables investment in groundbreaking research, clinical care and training of the next generation of clinicians and scientists who will cure and prevent cancer and related diseases;

(j) Striving to ensure that the priorities, activities and initiatives of the Corporation complement and advance the common mission of UW Medicine to improve the health of the public, reflect the benefits, opportunities and strengths of being part of a comprehensive health system, and incorporate an approach to healthcare that takes into account the full range of health care needs of patients;

(k) Providing leadership in the creation of an improved system of community outreach, including educational seminars, cancer conferences, consultations, and similar clinical cancer support services; and

(l) Conducting education in all phases of its research and disseminating knowledge acquired pursuant to its activities.

5. Article IV of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE IV
Members

The Corporation shall have no members.

6. Article V of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE V
Regulation of Internal Affairs

Except as otherwise expressly provided in these articles of incorporation, the internal affairs of the Corporation shall be governed by its bylaws ("Bylaws").

7. Article VI of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE VI
Limitations

The Corporation shall be operated exclusively for charitable, scientific, and educational purposes in such manner that it shall qualify as an exempt organization under Section 501(c)(3) of the Code, and that contributions to the Corporation shall be deductible under Section 170(c)(2) of the Code. Without limiting the generality of the foregoing:

(a) No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual;

(b) No substantial part of the activities of the Corporation shall involve carrying on propaganda, or otherwise attempting, to influence legislation, except as otherwise permitted by an organization described in Section 501(c)(3) of the Code, and the Corporation shall not participate in, nor intervene in any political campaign, including the publishing or distribution of statements, on behalf of or in opposition to any candidate for public office;

(c) Notwithstanding any other provisions of these Articles, the Corporation shall not be shall not be a supporting organization of the University of Washington or any affiliated entity under the Code; and

(d) Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

8. Article VII of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE VII
Dissolution

Upon the winding up and dissolution of the Corporation, the assets of the Corporation remaining after payment, or provision for payment, of all debts and liabilities of the Corporation, shall be distributed in accordance with the Bylaws and Chapter 24.03A.906 of the Revised Code

of Washington; provided that any recipient of such distributions must be either a governmental organization or an organization recognized as exempt under Section 501(c)(3) of the Code or a successor provision, as determined by the board of directors of the Corporation ("Board of Directors").

9. Article VIII of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE VIII
Directors

The management of the Corporation shall be vested in its Board of Directors, subject to the Bylaws. The powers, duties, number, qualifications, terms of office, manner of appointment, and time and place of meetings of the Board of Directors shall be as set forth in the Bylaws. The names and addresses of the persons that are to serve as the directors of the Corporation as of the date these Articles of Amendment are effective are listed on Exhibit L, including the class to which they are assigned for purposes of establishing the initial term of appointment. The persons serving as directors may be changed in accordance with the provisions of the Bylaws.

10. Article IX of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE IX
Director Liability Limitations

To the fullest extent permitted by law, a director of the Corporation or a predecessor corporation, including Fred Hutchinson Cancer Research Center and Seattle Cancer Care Alliance, shall not be liable to the Corporation for monetary damages for conduct as a director, and there shall be no retroactive amendment or repeal of this Article IX.

11. Article X of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE X
Indemnification

Section 1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director, trustee, or officer of the Corporation or a predecessor corporation, including Fred Hutchinson Cancer Research Center and Seattle Cancer Care Alliance or, that being or having been such a director, trustee or officer or an employee of the Corporation, he or she is or was serving at the request of the Corporation or such predecessor as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnitee"), whether the basis of a proceeding is alleged action in an official capacity as such a director, trustee, officer, employee or agent or in any other capacity while serving as such a director, trustee, officer,

employee or agent, shall be indemnified and held harmless by the Corporation to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that no indemnification shall be provided to any such indemnitee if the Corporation is prohibited by the non-exclusive provisions of the Washington Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnification; and provided, further, that except as provided in Section 2 of this Article with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if a proceeding (or part thereof) was authorized or ratified by the Board of Directors. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses"). Any advancement of expenses shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section 1 and (1) upon delivery to the Corporation of a written affirmation (hereinafter an "affirmation") by the indemnitee of his or her good faith belief that such indemnitee has met the standard of conduct necessary for indemnification by the Corporation pursuant to this Article or (2) upon such determination (hereinafter a "determination") as may be permitted or required by the Washington Nonprofit Corporation Act or other applicable law.

Section 2. Right of Indemnitee to Bring Suit. If a claim under Section 1 of this Article is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part, in any such suit or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to claim (and, in an action brought to enforce a claim for an affirmation or determination has been tendered to or made by the Corporation) and thereafter the Corporation shall have the burden of proof to overcome the presumption that the indemnitee is so entitled. Neither the failure of the Corporation (including the Board of Directors, independent legal counsel or the members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances nor an actual determination by the Corporation (including the Board of Directors, independent legal counsel or the members) that the indemnitee is not entitled to indemnification shall be a defense to the suit or create a presumption that the indemnitee is not so entitled.

Section 3. Nonexclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of the Corporation, general or specific action of the Board of Directors, contract or otherwise.

Section 4. Insurance, Contracts and Funding. The Corporation may maintain insurance, at its expense, to protect itself and any director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Nonprofit Corporation Act. The Corporation may enter into contracts with any director, trustee, officer, employee or agent of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure that payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 5. Indemnification of Employees and Agents of the Corporation. The Corporation shall indemnify, defend and hold harmless employees and agents of the Corporation with the same scope and effect as the provisions of this Article with respect to the Corporation's obligation to indemnify, defend and hold harmless a director, trustee or officer of the Corporation or pursuant to rights granted pursuant to, or provided by, the Washington Nonprofit Corporation Act or otherwise.

Section 6. Person Serving Other Entities. Any person who is or was a director, trustee, officer or employee of the Corporation who is or was serving (a) as a director, trustee or officer of another corporation of which a majority of the shares entitled to vote in the election of its directors is held by the Corporation or which is otherwise controlled by the Corporation, or (b) is an executive or is in a management capacity in a partnership, joint venture, trust or other enterprise of which the Corporation (or a wholly-owned or controlled subsidiary of the Corporation) is a general partner or has a majority ownership interest shall be deemed to be so serving at the request of the Corporation and entitled to indemnification and advancement of expenses under Section 2 of this Article.

12. Article XI of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE XI
Registered Office and Agent

The address of the registered office of the Corporation is LPSL Corporate Services, Inc. 1420 Fifth Avenue, Suite 4200, Seattle, WA 98101.

13. Article XII of the Articles of Incorporation is hereby amended in its entirety to read:

ARTICLE XII
Amendments

These Restated Articles of Incorporation may be amended as allowed by the Washington Nonprofit Corporation Act. In addition to any other approvals required under the Corporation's bylaws or applicable law, any amendment to Article III requires the separate approval of the Board of Regents of the University of Washington, upon advice of the UWM Advisory Board.

14. Board Approval. These Articles of Amendment were approved in the manner required by RCW24.03A.665 on March 8th, 2022.

15. Member Approval. Member approval was obtained in accordance with RCW 24.03A.655 on March 31st, 2022.

[Signature Page Follows]

Dated this 24th Day of March, 2022.

SEATTLE CANCER CARE ALLIANCE,

DocuSigned by:
Nancy Davidson
BY _____
Nancy E. Davidson, M.D.
President and Executive Director

EXHIBIT I
Directors

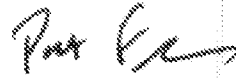
Name	Address	Director Class
Lisa Brandenburg	1100 Fairview Avenue North Seattle, Washington 98109	N/A (ex officio)
Nancy Davidson, MD	1100 Fairview Avenue North Seattle, Washington 98109	N/A (ex officio)
Thomas Lynch, Jr, MD	1100 Fairview Avenue North Seattle, Washington 98109	N/A (ex officio)
Paul Ramsey, MD	1100 Fairview Avenue North Seattle, Washington 98109	N/A (ex officio)
Kristianne Blake	1100 Fairview Avenue North Seattle, Washington 98109	Class 1
Sean Boyle	1100 Fairview Avenue North Seattle, Washington 98109	Class 3
Stephen Graham	1100 Fairview Avenue North Seattle, Washington 98109	Class 2
Joanne Harrell	1100 Fairview Avenue North Seattle, Washington 98109	Class 3
Jeremy Jaech	1100 Fairview Avenue North Seattle, Washington 98109	Class 2
Leigh Morgan	1100 Fairview Avenue North Seattle, Washington 98109	Class 1
Julie Nordstrom	1100 Fairview Avenue North Seattle, Washington 98109	Class 3
Eduardo Peñalver	1100 Fairview Avenue North Seattle, Washington 98109	Class 1
Kathy Surace-Smith	1100 Fairview Avenue North Seattle, Washington 98109	Class 2

CONSENT TO APPOINTMENT AS REGISTERED AGENT

LPSL Corporate Services, Inc. hereby consents to serve as Registered Agent, in the State of Washington, for **FRED HUTCHINSON CANCER CENTER**. LPSL Corporate Services, Inc. understands that as agent for said company it will be responsible to receive service of process and license renewals in the name of said company; to forward all mail to said company; and to immediately notify the office of the Secretary of State in the event of its resignation, or of any changes in the registered office address of 1420 Fifth Avenue, Suite 4200, Seattle, WA 98101-2375.

Dated this 1st day of April 2022.

LPSL CORPORATE SERVICES, INC.,
as Registered Agent



By: _____
Patrick J. Franke, Vice President

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

CERTIFICATE OF MERGER

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the below listed "Merging Entity/Entities" into:

**SEATTLE CANCER CARE ALLIANCE
(Changing name to FRED HUTCHINSON CANCER CENTER)**

WA NONPROFIT CORPORATION

UBI: 601 883 375

Effective Date: 04/01/2022

Filing Date: 03/31/2022

Merging Entities:

600 143 789

FRED HUTCHINSON CANCER RESEARCH CENTER, WA NONPROFIT CORPORATION



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Steve R. Hobbs, Secretary of State

Date Issued: 03/31/2022

UNITED STATES OF AMERICA

The State of  Washington
Secretary of State

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal,
hereby issue this certificate that according to records on file in this office,

Articles of Merger between

FRED HUTCHINSON CANCER RESEARCH CENTER,
a Washington Nonprofit Corporation,

and

SEATTLE CANCER CARE ALLIANCE,
a Washington Nonprofit Corporation,

whereby

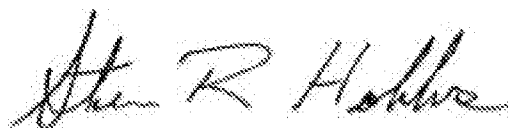
SEATTLE CANCER CARE ALLIANCE
is the surviving entity, under the name of

FRED HUTCHINSON CANCER CENTER
was received and filed by this office on March 31, 2022 with
an effective date of April 1, 2022.

Date Issued: June 22, 2022

UBI: 601 883 375

Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital



Steve R. Hobbs, Secretary of State



PATENT

RECORDED: 05/03/2023

REEL: 063530 FRAME: 0355