



11-18-2005



DEPARTMENT OF COMMERCE and Trademark Office

Form ~~PTO~~ 1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2006)

RECORDATION TRADEMARKS ONLY 103121905

11-15-05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
The David and Lucile Packard Foundation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other California nonprofit public benefit corporation

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached?

Name: Princeton University
Internal _____
Address: _____
Street Address: One Nassau Hall
City: Princeton
State: New Jersey
Country: United States Zip: 08544

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other not-for-profit corp. Citizenship New Jersey

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) 3/22/04

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____
B. Trademark Registration No. (s) 2,555,681; 2,670,059

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
THE FUTURE OF CHILDREN, Children Logo

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Amy E. Carroll
Internal Address: Suite 1100
Street Address: 1500 K Street, N.W.
City: Washington
State: DC Zip: 20005-1209
Phone Number: 202/842-8889
Fax Number: 202/842-8465
Email Address: amy.carroll@dhr.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Amy E. Carroll November 15, 2005
Signature Date

11/17/2005 DBYRNE 00000062 2555681
40.00 00 Amy E. Carroll
25.00 00 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

The David and Lucile Packard Foundation

INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE

This Intellectual Property Assignment and License (the "Agreement") is made and entered into as of the 22nd day of March, 2004 (the "Effective Date"), by and between The David and Lucile Packard Foundation, a California nonprofit public benefit corporation, with a place of business at 300 Second Street, Suite 200, Los Altos, California 94002 ("Assignor") and Princeton University, a not-for-profit corporation under the laws of New Jersey, with a place of business at One Nassau Hall, Princeton, New Jersey 08544 ("Assignee").

WHEREAS, Assignor is the publisher and owner of a bi-annual journal entitled *The Future of Children*, which pertains to the well-being of children; and

WHEREAS, Assignor created or has acquired through assignment sole ownership to the underlying copyrights in the fourteen volumes of *The Future of Children* journal which constitutes 30 issues, including the works set forth in the attached Schedule A, and a website associated with *The Future of Children* journal and any associated source or object code (collectively, the "Works") and owns all right, title, and interest in and to the Works; and

WHEREAS, Assignor has adopted, used and is using marks officially registered in the United States Patent and Trademark Office listed on Schedule A hereto and owns all right, title and interest to the same (collectively, the "Marks") (which, together with the Works, shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignor is the owner of the registered domain name FUTUREOFCHILDREN.ORG (the "Domain Name"); and

WHEREAS, Assignor has compiled an e-mail subscriber list, hardcopy subscriber list, and other hardcopy mailing lists (collectively the "Lists") for *The Future of Children* journal set forth on Schedule B (the "Lists"); and

WHEREAS, for the purpose of becoming the new publisher and owner of *The Future of Children* journal, Assignee is desirous of (i) acquiring all of Assignor's right, title and interest in and to the Intellectual Property and the Domain Name and the Lists

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge:

1. Assignor warrants that it has the lawful right to assign, transfer, convey, and/or license all of the rights as described hereunder and that it is unaware of any current or potential litigations relating to the Works, Marks, Intellectual Property, or Domain Name.

2. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Intellectual Property, including any registrations or pending applications therefor, any and all copyright rights therein, any renewal rights thereto or extensions thereof, the goodwill of the businesses symbolized thereby, and all proceeds thereof,

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including, without limitation, proceeds from any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses thereof, such Intellectual Property and associated rights to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had the assignment contained herein not been made.

3. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Domain Name, all registrations relating to the Domain Name, any trademark and/or the service mark rights in the Domain Name together with all goodwill connected with and symbolized by the Domain Name and any other intellectual property, proprietary rights and/or contractual rights relating thereto. Assignor shall authorize and instruct **Network Solutions**, the entity with which Assignor registered the Domain Name, to transfer the Domain Name to Assignee or Assignee's designee.

4. Assignor hereby assigns, transfers, and conveys to Assignee all of its rights, title, and interest in and to the Lists, including the right to make any changes in the "Lists," and utilize them for purposes solely in connection with the Future of Children journal and its works, including for the purposes of updating information or correcting errors.

5. Assignor agrees to furnish and execute such additional documents within fifteen (15) days of the Effective Date as Assignee or **Network Solutions** may require to effectuate and establish Assignee's ownership of the Domain Name, including completion of the register-provided name change agreement. Assignor further covenants and agrees that, upon the request of Assignee, and at Assignor's expense, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Intellectual Property to Assignee and otherwise carry out the intent of this Agreement.

6. In its own name and at its own expense, Assignee may register and enforce its rights in the Intellectual Property and Domain Name, and Assignor further promises and agrees that it shall, at the request of Assignee or its counsel and at Assignee's expense, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to and in the Intellectual Property, Domain Name, and associated rights set forth in this Agreement and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Intellectual Property, Domain Name, and associated rights assigned, transferred and conveyed to Assignee pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.

7. This Agreement shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

The David and Lucile Packard Foundation

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement and caused the same to be duly delivered on their behalves on the day and year first set forth above.

Assignor:

The David and Lucile Packard Foundation,
a California nonprofit public benefit
corporation

By: *Carol S. Larson*
Name: CAROL S. LARSON
Title: PRESIDENT & CEO

Assignee:

Princeton University

By: *Michelle D. Christy*
Name: Michelle D. Christy
Title: Director
Office of Research and
Project Administration

The David and Lucile Packard Foundation

Schedule A
Intellectual Property Assignment and License

Copyright Registrations

Registration No.	Title	Claimant	Date Reg'd
	The Future of Children - Children, Families and Foster Care	The David and Lucile Packard Foundation—The Future of Children	Pending
TX 5-754-005	The Future of Children - Health Insurance for Children	The David and Lucile Packard Foundation – The Future of Children	06/02/03
TX 5-646-480	The Future of Children – Children, Youth, and Gun Violence	The David and Lucile Packard Foundation – The Future of Children	08/02/02
TX 5-530-470	The Future of Children – Children and Welfare Reform	The David and Lucile Packard Foundation	03/28/02
TX 5-417-026	The Future of Children – Caring for Infants and Toddlers	The David and Lucile Packard Foundation	10/09/01
TX 5-314-208	The Future of Children – Children and Computer Technology	The David and Lucile Packard Foundation	06/04/01
TX 5-127-489	The Future of Children	The David and Lucile Packard Foundation	06/27/00
TX 5-076-534	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	03/14/00
TX 5-076-535	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	03/14/00
TX 4-928-307	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	06/21/99
TX 4-788-993	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	10/20/98
TX 4-728-988	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	07/21/98
TX 4-705-142	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	06/19/98
TX 4-705-143	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	06/19/98
TX 4-705-144	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	06/19/98
TX 4-705-145	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	06/19/98

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REEL: 003255 FRAME: 0937

Registration No.	Title	Claimant	Date Reg'd
		David and Lucile Packard Foundation	
TX 4-705-146	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	06/19/98
TX 4-705-147	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	06/19/98
TX 4-295-251	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	04/29/96
TX 4-257-813	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	04/29/96
TX 4-295-268	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	04/29/96
TX 4-179-927	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	04/29/96
TX 4-224-812	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	04/29/96
TX 4-179-928	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	04/29/96
TX 3-884-115	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	08/31/94
TX 3-884-116	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	08/31/94
TX 3-675-896	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	11/01/93
TX 3-526-025	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	04/02/93
TX 3-300-554	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	04/27/92
TX 3-103-440	The Future of Children	Center for the Future of Children of the David and Lucile Packard Foundation	05/28/91

Trademark Registrations

Mark	Reg./Serial Number	Reg. /Filing Date	Status
THE FUTURE OF CHILDREN	2,555,681	April 2, 2002	Registered
Children Logo	2,670,059	December 31, 2002	Registered

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RECORDED: 11/15/2005

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