

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Massachusetts Institute of Technology		08/14/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	DSpace Foundation		
Doing Business As:	DBA DSpace Foundation		
Street Address:	77 Massachusetts Avenue		
Internal Address:	E25-131		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02139		
Entity Type:	Non-Profit Organization: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78906639	DSPACE	
Registration Number:	3227822	DSPACE	
CORRESPONDENCE DATA			
Fax Number:	(617)253-4462		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617 253-7746		
Email:	michele@dspace.org		
Correspondent Name:	DSpace Foundation c/o Michele Kimpton		
Address Line 1:	77 Massachusetts Avenue		
Address Line 2:	E25-131		
Address Line 4:	Cambridge, MASSACHUSETTS 02139		
ATTORNEY DOCKET NUMBER:	TM		

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NAME OF SUBMITTER:	Tena Z. Herlihy
Signature:	/Tena Z. Herlihy/
Date:	09/27/2007
Total Attachments: 2 source=MIT DSpace TM Assignment 2007-08-14#page1.tif source=MIT DSpace TM Assignment 2007-08-14#page2.tif	

**MASSACHUSETTS INSTITUTE OF TECHNOLOGY
TRADEMARK ASSIGNMENT**

THIS AGREEMENT is made as of the 14 day of August, 2007 (the "Effective Date") by and between the Massachusetts Institute of Technology ("M.I.T."), a Massachusetts corporation, with a principal office at 77 Massachusetts Avenue, Cambridge, MA 02139-4307 and DSpace Foundation, a non-profit organization in Massachusetts, with a principal place of business at 77 Mass Ave, Cambridge MA 02139-4307 ("ORGANIZATION").

RECITALS

WHEREAS, M.I.T. and Hewlett Packard have been developing DSpace, an open source software solution for accessing, managing and preserving scholarly works in a digital archive since 2002, and

WHEREAS, MIT and Hewlett Packard publicly announced the formation of the DSpace Foundation on July 17, 2007, a non-profit organization which will provide support to the growing community of organizations that use DSpace, and

WHEREAS, M.I.T. has one U.S. trademark registration and one US trademark application with the U.S. Patent and Trademark Office and one Madrid Protocol application with the World Intellectual Property Organization for the mark, "DSPACE," registration no. 3,227,822 in international class 41; application no. 78/906,639 in international classes 9, 35, 39 and 42, and IRN: 909832 in international classes 9, 35, 39, 41 and 42 (the "U.S. and WIPO Registration and Applications"); and

WHEREAS, M.I.T. and ORGANIZATION desire to avoid any dispute between the two parties as to ownership of the "DSPACE" trademark, trade name, and/or trade dress;

NOW, THEREFORE, M.I.T. and ORGANIZATION, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. M.I.T. hereby conveys, transfers, and assigns to ORGANIZATION, its successors and assigns, all of M.I.T.'s rights, title and interest in and to the trademark, service mark and trade name "DSPACE," including all goodwill associated therewith, and including all rights, title and interest to the U.S. and WIPO Registration and Applications, therefore, as well as the right to sue for past, present, and future infringements or misappropriations of the mark, trade name or trade dress "DSPACE."

2. M.I.T. agrees, at the request of ORGANIZATION, to execute any further documents that are reasonably required to give effect to the assignment herein.

3. ORGANIZATION hereby grants M.I.T. an irrevocable, perpetual, nonexclusive, royalty-free license to use the "DSPACE" trademark in any way whatsoever which would otherwise be prohibited by its trademark, including but not limited to: (i) the right to use the trademark for its internal research and academic purposes, including without limitation in connection with the research, academic presentations, academic publications and other activities related to the subject matter with which M.I.T. has used such mark prior to the date of this Agreement; and (ii) the right to grant sublicenses in the trademark to any person it may see fit (including, for the avoidance of doubt, the ability to grant permission to a sublicensee to grant further licenses).

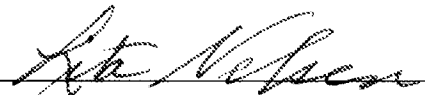
4. M.I.T. agrees that any products or services in connection with which the "DSPACE" trademark or service mark is used pursuant to the license granted in Section 3 above shall conform to the quality standards established for such mark by ORGANIZATION. ORGANIZATION acknowledges that all of the activities conducted under the mark prior to the date of this Agreement, including, without limitation, research, academic presentations and academic publications, satisfy such quality standards, and ORGANIZATION agrees that all future quality standards will be comparable to current quality standards.

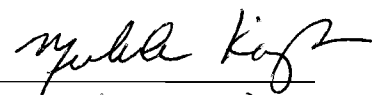
5. This Agreement shall inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

**MASSACHUSETTS INSTITUTE
OF TECHNOLOGY**

DSPACE FOUNDATION

By: 
Name: LITA L. NELSEN, DIRECTOR
Title: TECHNOLOGY LICENSING OFFICE

By: 
Name: Michele Kimprow
Title: Executive Director