

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS 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>
Civitas Initiative		03/25/2009	non-profit corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United Way of America		
<b>Street Address:</b>	701 N. Fairfax		
<b>City:</b>	Alexandria		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22314-2045		
<b>Entity Type:</b>	non-profit corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2948664	YOUR CHILD @	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)772-5858		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-772-5800		
Email:	trademarks@blankrome.com		
Correspondent Name:	Susan B. Flohr c/o Blank Rome LLP		
Address Line 1:	600 New Hampshire Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	093760.00002		
NAME OF SUBMITTER:	Susan B. Flohr		
Signature:	/sbf/		
Date:	04/08/2009		

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Total Attachments: 2  
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## TRADEMARK ASSIGNMENT

WHEREAS CIVITAS Initiative, an Illinois not-for-profit corporation ("Assignor"), has adopted and used the mark Your Child @ (the "Trademark") which is registered in the United States Patent and Trademark Office, Registration. No. 2948664 (May 10, 2005) (the "Registration"); and

WHEREAS United Way of America, a business located in the Alexandria, VA ("Assignee"), desires to acquire said Trademark, the registration thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark. Assignor hereby assigns and transfers to Assignee all of its right, title and interest, in the United States and elsewhere, in and to the Trademark, together with the goodwill of the business associated therewith, and the Registration, therefore.

2. Termination of Use of Trademark. Assignor shall as of the date hereof cease using the Trademark in any manner whatsoever.

3. No Assumption of Liabilities. Notwithstanding anything in this Assignment to the contrary, Assignor and Assignee hereby agree and affirm that Assignee is not assuming or in any way becoming liable or responsible for any obligation or liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due),

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including any liability for taxes, arising out of or related to the use or ownership of the Trademark prior to the date hereof.

4. Payment by Assignee. In consideration of the foregoing, Assignee shall, upon execution of this Assignment, pay to Assignor the sum of One Dollar (\$1.00).

5. Representations and Warranties. Assignor represents and warrants (i) that this Assignment has been duly authorized, executed and delivered by it and constitutes its valid and binding obligation, enforceable in accordance with its terms, (ii) that its execution and delivery of this Assignment will not breach any provision of any agreement to which it is a party, (iii) that the rights Assignor has established in the Trademark as well as the goodwill associated therewith belong to Assignor and are freely assignable by it, (iv) that it has not granted to any third party any rights in the Trademark, and (v) that the Trademark is not subject to any liens or encumbrances.

6. Binding. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs and assigns.

7. Fees and Expenses. Assignor shall not be liable for any fees or expenses, including filing fees and attorneys' fees, incurred by the Assignee in connection with this Assignment.

Assignor:

CIVITAS INITIATIVE

By: Ashley Roll  
Authorized Signature  
Date March 25, 2009

Assignee:

UNITED WAY OF AMERICA

By: Peter Turner  
Authorized Signature  
Date March 24, 2009

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