

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK ASSIGNMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter J. Neufeld		07/21/2011	INDIVIDUAL: UNITED STATES
Barry C. Scheck		07/21/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Innocence Project, Inc.		
Street Address:	40 Worth Street		
Internal Address:	Suite 701		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Not-For-Profit Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2852350	INNOCENCE PROJECT	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2552		
Email:	marisa.davidson@srz.com		
Correspondent Name:	M. Davidson c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	930003-0003		
NAME OF SUBMITTER:	Marisa Davidson (930003-0003)		
Signature:	/kc for md/		

CH \$40.00 2852350

TRADEMARK

Date:

08/08/2011

Total Attachments: 3

source=Trademark Assignment for the Innocence Project#page1.tif

source=Trademark Assignment for the Innocence Project#page2.tif

source=Trademark Assignment for the Innocence Project#page3.tif

EXHIBIT A

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of July 21, 2011 (the "Effective Date") among Peter J. Neufeld, an individual ("Neufeld") and Barry C. Scheck, an individual ("Scheck", and together with Neufeld, "Assignors"), and The Innocence Project, Inc., a New York not-for-profit corporation ("Assignee").

WHEREAS, Assignee desires that Assignors transfer to Assignee all of the right, title and interest of Assignors in and to all of the trademarks and service marks, and the registrations and applications therefor, listed on Schedule A attached hereto (collectively, the "Assigned Trademark"); and

WHEREAS, Assignors wishes to assign the same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign, sell and transfer unto Assignee, its successors and assigns, all of its right, title and interest in the United States and throughout the world in perpetuity in and to the Assigned Trademark and all common law rights and goodwill associated therewith, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned Trademark, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignors hereby covenant and agree to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Assigned Trademark in Assignee, its successors, assigns or other legal representatives.

This Assignment may be executed in any number of counterparts, all of which taken together shall constitute the one and the same instrument.

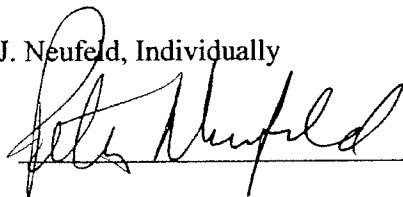
Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF the undersigned hereto execute this Agreement as of the date set forth above.

ASSIGNOR:

Peter J. Neufeld, Individually

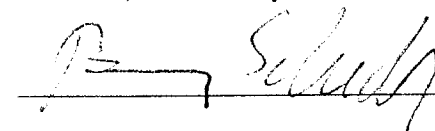
By:



ASSIGNOR:

Barry C. Scheck, Individually

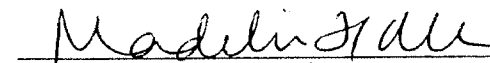
By:



ASSIGNEE:

The Innocence Project, Inc.

By:


Name: Madeline H. deLme
Title: Exec. Director

*Sworn & Subscribed to
before me this 21st day of July, 2011
Elizabeth D. Vace*

CLERK OF COURT
NOTARY PUBLIC, STATE OF CALIF.
No. 017000000
Qualification expires 07/31/14
County of San Diego

SCHEDULE A

U.S. Trademark Registration

<u>Mark</u>	<u>Reg. No</u>
INNOCENCE PROJECT	2,852,350