

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
<p>Fax Number: 4123556501 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 412-355-8994 Email: PITRADEMARKS@KLGATES.COM Correspondent Name: K&L Gates LLP - Michael D. Lazzara Address Line 1: 210 SIXTH AVENUE Address Line 2: K&L Gates Center Address Line 4: Pittsburgh, PENNSYLVANIA 15222-2613</p>																											
ATTORNEY DOCKET NUMBER:	120237																										
NAME OF SUBMITTER:	Michael D. Lazzara																										

Signature:	/Michael D. Lazzara/
Date:	07/09/2012
Total Attachments: 3 source=SIGNED-Statement-of-Assigment#page1.tif source=SIGNED-Statement-of-Assigment#page2.tif source=SIGNED-Statement-of-Assigment#page3.tif	

STATEMENT OF ASSIGNMENT

This STATEMENT OF ASSIGNMENT (this "Assignment") is made by and between Tides Center PA, a dissolved Pennsylvania nonprofit public benefit corporation ("Assignor") and The Tides Center, a California nonprofit public benefit corporation ("Assignee").

RECITALS

- A. Assignor operated and owned the assets related to a project known as FoodRoutes Network (the "Project") during the period of 2002 until Assignor's dissolution in 2007.
- B. Upon dissolution, Assignor transferred to Assignee all rights to, ownership and control of Project's assets. Included in said transfer were certain items of Intellectual Property, as defined in Schedule 1.
- C. Upon dissolution and transfer by Assignor, Assignee accepted the transfer of all rights to, ownership and control of Project's asset. Included in Assignor's acceptance were certain items of Intellectual Property, as defined in Schedule 1.
- D. In accordance with the dissolution and transfer of assets, Assignor desires to formerly acknowledge the transfer of and assignment to Assignee of Project's assets, and Assignee desires to acknowledge the acceptance of the transfer and assignment of all of Assignor's rights to, control and ownership of Project's assets, including the worldwide right, title and interest in and to (i) the Intellectual Property, and (ii) all goodwill of the business associated with the Intellectual Property.

ASSIGNMENT

NOW, THEREFORE, in exchange for the consideration set forth in the mutual covenants contained herein, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor transferred and assigned to Assignee, and Assignee accepted the transfer and assignment of all of Assignor's rights to and ownership of Project's assets, including worldwide right, title and interest in and to:
 - (a) the Intellectual Property specified on Schedule 1 attached hereto.
 - (b) the goodwill of the business associated with the Intellectual Property; and
 - (c) all rights to sue for past, present, or future infringement of the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all continuations, divisions, reissues, renewals and extensions of any Intellectual Property that may hereafter be secured by Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction.
2. This Assignment constitutes the final agreement between the parties and is the complete and final expression of the parties' intent on the matters in this Assignment. All prior and

contemporaneous negotiations and agreements between the parties on the matters in this Assignment are merged into and superseded by this Assignment. There are no conditions precedent to the effectiveness of this Assignment other than those expressly stated in this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date first above written.

TIDES CENTER PA (ASSIGNOR):

By: Rosanne Stead

Print name: Rosanne Stead

Title: (Former) Regional Director, Tides PA

THE TIDES CENTER (ASSIGNEE):

By: Laura E. Smith

Print name: Laura E. Smith
Director of Client Operations

Title: _____

SCHEDULE 1

Intellectual Property

Registered Trademarks

- U.S. Trademark Registration for "BUY FRESH BUY LOCAL" – Reg. No. 3,339,871

Registered Copyrights

- U.S. Copyright Registration for Buy Fresh, Buy Local campaign label and logo series – Reg. No. VA0001331710

Unregistered Trademarks and Copyrights

- Unregistered trademarks and copyrights related to the Project, including, without limitation, Buy Fresh Buy Local (BFBL) Design Kit (formerly, Toolbox), BFBL Chapter Chat, and BFBL National Gathering

Other

- Website located at URL www.foodroutes.org and all associated domain names, including foodroutes.com, foodroutes.net, and foodroutes.org
- All email addresses dedicated exclusively to the Project, including info@foodroutes.org.