

## 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
Our Good Works		12/01/2011	Non-profit Public Benefit Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Points of Light Foundation D/B/A Points of Light Institute		
Street Address:	600 Means Street, Suite 210		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Non-profit Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3948381	ALL FOR GOOD	
CORRESPONDENCE DATA			
Fax Number:	4045274198		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404.527.8342		
Email:	mlaip@mckennalong.com		
Correspondent Name:	Crystal J. Clark		
Address Line 1:	303 Peachtree Street		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Crystal Clark		
Signature:	/Crystal Clark/		
Date:	09/07/2012		

CH \$40.00 3948381

**Total Attachments: 4**

source=POLI-OGW - Trademark Assignment Agreement - Executed#page1.tif

source=POLI-OGW - Trademark Assignment Agreement - Executed#page2.tif

source=POLI-OGW - Trademark Assignment Agreement - Executed#page3.tif

source=POLI-OGW - Trademark Assignment Agreement - Executed#page4.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into by OUR GOOD WORKS, a California nonprofit public benefit corporation (the "Assignor"), in favor of POINTS OF LIGHT FOUNDATION, a Delaware non-profit corporation, D/B/A POINTS OF LIGHT INSTITUTE (the "Assignee"), effective as of December 1, 2011. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Asset Transfer Agreement, dated December 1, 2011 (the "Transfer Agreement"), by and between the Assignor and the Assignee.

### RECITALS:

WHEREAS, pursuant to the Transfer Agreement, the Assignor transferred and assigned to the Assignee all of its right, title and interest in, and to certain Transferred Assets, including the ALL FOR GOOD trademark and underlying U.S. Federal Trademark Registration No. 3,948,381, and any and all common law rights thereto, and all goodwill associated therewith (the "Assigned Mark") and further agreed to execute and deliver additional documents and instruments evidencing such transfer and assignment, including this Trademark Assignment to enable the Assignee to record the assignment of the Assigned Mark.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, any and all legal and beneficial right, title and interest of the Assignor in and to the Assigned Mark to hold unto Assignee absolutely and in perpetuity (or for the longest period of time otherwise permitted by law), together with all related common law rights and all goodwill associated therewith and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto and all causes of action and rights to sue, seek injunctive relief, and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Assigned Marks as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record the Assignee as the assignee and owner of the Assigned Mark, and the Assignor hereby covenants that the Assignor has full right to convey the Assignor's entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or

cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of the Transfer Agreement and this Trademark Assignment. Without limiting the foregoing, the Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Mark to the Assignee.

4. Entire Agreement. This Trademark Assignment and the Transfer Agreement (including the schedule to the Transfer Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon each party hereto and its respective successors and assigns.

6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Georgia, without regard to such state's principles of conflicts of laws

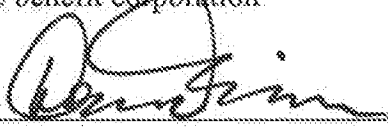
7. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

*(Signatures begin on following page)*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

**"ASSIGNOR":**

**OUR GOOD WORKS**, a California nonprofit public benefit corporation.

By:   
Name: David Eisner  
Title: President

**"ASSIGNEE":**

**POINTS OF LIGHT FOUNDATION**, a Delaware non-profit corporation

By: \_\_\_\_\_  
Name: Tracy Hoover  
Title: Chief of Staff

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

**“ASSIGNOR”:**

**OUR GOOD WORKS**, a California nonprofit public benefit corporation

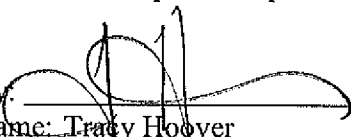
By: \_\_\_\_\_

Name: David Eisner

Title: President

**“ASSIGNEE”:**

**POINTS OF LIGHT FOUNDATION**, a Delaware non-profit corporation

By:  \_\_\_\_\_

Name: Tracy Hoover

Title: Chief of Staff