

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
Membership Services Corporation		12/17/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	FamilyWize Community Service Partnership, Inc.		
Street Address:	PO Box 1980		
City:	Bethlehem		
State/Country:	PENNSYLVANIA		
Postal Code:	18016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3301401	FAMILYWIZE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-222-2818 Ext 150		
Email:	jlewandowski@familywize.org		
Correspondent Name:	Jim Lewandowski		
Address Line 1:	PO Box 1980		
Address Line 4:	Bethlehem, PENNSYLVANIA 18016		
NAME OF SUBMITTER:	Jim Lewandowski		
Signature:	/Jim Lewandowski/		
Date:	12/26/2012		
Total Attachments: 1 source=MSC to Familywize assignment of FamilyWize TM#page1.tif			

OP \$40.00 3301401

ASSIGNMENT

WHEREAS, Membership Services Corporation, a Pennsylvania corporation, with a principal address at PO Box 1980, Bethlehem, PA 18016, (hereinafter "Assignor") has adopted, uses and is the owner of U.S. Trademark Registration No. 3301401 for the mark FamilyWize ("Mark"), which has a date of registration of October 2, 2007; and

WHEREAS, Assignor wishes to transfer the Mark to FamilyWize Community Service Partnership, Inc., a Delaware corporation and wholly owned subsidiary of Assignor, (hereinafter "Assignee");

NOW THEREFORE, the parties hereto, in consideration of the mutual premises herein and intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns to the Assignee all of the right, title, and interest in and to the aforesaid Mark together with the goodwill of the business connected with the use of and symbolized by said Mark. The Assignor shall, upon request from Assignee, execute all instruments necessary or desirable for securing and maintaining the Mark hereby assigned. .

2. Representations. The Assignor warrants that the rights and property herein assigned are free and clear of any encumbrance.

3. Miscellaneous. The Assignor and Assignee acknowledge that they have read and understood this Agreement and have executed same based upon their independent review of its terms and conditions. Furthermore, to the extent this Agreement imposes any obligations upon Assignor and Assignee, same shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns and shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto set their hands and seals this 17th day of December, 2012.

Membership Services Corporation

FamilyWize Community Service
Partnership, Inc.

By: 
Dan Barnes, President

By: 
Dan Barnes, President