

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
LI Org LLC		03/25/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Lean In Foundation
Doing Business As:	Lean In.org
Street Address:	1801 Century Park West
Internal Address:	c/o Ziffren Brittenham LLP
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067-6406
Entity Type:	nonprofit public benefit corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85749318	LEAN IN
Serial Number:	85749347	LEAN IN
Serial Number:	85749356	LEAN IN
Serial Number:	85749364	LEAN IN
Serial Number:	85749375	LEAN IN
Serial Number:	85749407	LEAN IN
Serial Number:	85749394	LEAN IN

CORRESPONDENCE DATA

Fax Number: 2127986915
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 212 326 0831

Email: jalbrink@pryorcashman.com
Correspondent Name: Teresa Lee
Address Line 1: 7 Times Square c/o Pryor Cashman LLP
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	18250.00002
NAME OF SUBMITTER:	Teresa Lee
Signature:	/tlee/
Date:	03/26/2013

Total Attachments: 5
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ASSIGNMENT OF TRADEMARK

This Assignment (hereinafter "Agreement") is made and entered into effective as of 3/25, 2013 by and between LI Org LLC, a California limited liability company, with an address of c/o Ziffren Brittenham LLP, 1801 Century Park West, Los Angeles, California 90067-6406 (hereinafter "Assignor"), on the one hand, and Lean In Foundation, d/b/a Lean In.org, a California nonprofit public benefit corporation, with an address of c/o Ziffren Brittenham LLP, 1801 Century Park West, Los Angeles, California 90067-6406 (hereinafter "Assignee"), on the other hand.

WHEREAS, Assignor owns the designation LEAN IN (hereinafter "Mark") and has filed certain applications for such Mark in the United States and in Europe (collectively, the "Applications"); the U.S. applications are set forth in Exhibit A attached hereto and the European application is set forth in Exhibit B (the foregoing Applications together with the Mark are hereinafter collectively referred to as the "Property");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Property, all of the foregoing throughout the world in perpetuity, together with the goodwill associated therewith and that part of the Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any and all of Assignor's rights to

obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party;


AND, if necessary, Assignor covenants and agrees that Assignor will execute any and all additional documents and will take any and all other reasonably requested actions required in order to effectuate the assignment of the Transferred Rights as set forth above;

AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Property, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Property in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Property in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as
of the date first set forth above.

ASSIGNOR:

LI ORG LLC



David Goldberg, Member

ASSIGNEE:

LEAN IN FOUNDATION, d/b/a LEAN IN.ORG

By: 

David Goldberg, Member

EXHIBIT A

United States Applications

<u>Mark</u>	<u>Class</u>	<u>Appl. Ser. No.</u>	<u>Filing Date</u>
LEAN IN	9	85/749,318	10/9/2012
LEAN IN	14	85/749,347	10/9/2012
LEAN IN	16	85/749,356	10/9/2012
LEAN IN	25	85/749,364	10/9/2012
LEAN IN	35	85/749,375	10/9/2012
LEAN IN	36	85/749,407	10/9/2012
LEAN IN	41	85/749,394	10/9/2012

EXHIBIT B

European Application

<u>Mark</u>	<u>Classes</u>	<u>CTM Appl. No.</u>	<u>Filing Date</u>
LEAN IN	9, 14, 16, 25, 35, 36,41	011677424	3/21/2013