

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
U.S. Green Building Council, Inc.		05/23/2013	Nonprofit Corporation: DISTRICT OF COLUMBIA

RECEIVING PARTY DATA	
Name:	Hanley-Wood, LLC
Street Address:	One Thomas Circle, N.W.
Internal Address:	Suite 600
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78217465	GREENBUILD

CORRESPONDENCE DATA	
Fax Number:	2129692900
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2129693000
Email:	trademark@proskauer.com
Correspondent Name:	Proskauer Rose LLP
Address Line 1:	11 Times Square
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	74899-006
NAME OF SUBMITTER:	Jenifer deWolf Paine

CH \$40.00 78217465

Signature:	/Jenifer deWolf Paine/
Date:	05/29/2013
Total Attachments: 12 source=74899-006-Assignment#page1.tif source=74899-006-Assignment#page2.tif source=74899-006-Assignment#page3.tif source=74899-006-Assignment#page4.tif source=74899-006-Assignment#page5.tif source=74899-006-Assignment#page6.tif source=74899-006-Assignment#page7.tif source=74899-006-Assignment#page8.tif source=74899-006-Assignment#page9.tif source=74899-006-Assignment#page10.tif source=74899-006-Assignment#page11.tif source=74899-006-Assignment#page12.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made as of the 23rd day of May, 2013, by and between U.S. Green Building Council, Inc., a District of Columbia nonprofit corporation with an address of 2101 L Street, Suite 500, Washington D.C. 20037 (“Assignor”) on the one hand, and Hanley-Wood, LLC, a Delaware limited liability company with an address of One Thomas Circle, N.W., Suite 600, Washington D.C. 20005 (“Assignee”) on the other hand.

WHEREAS, Assignor is the owner of the trademarks listed on the attached Schedule A, including the registrations and applications therefor, and all variations thereon, (collectively, the “Trademarks”); and

WHEREAS, Assignor is the owner of the trademarks listed on the attached Schedule B, and all variations thereon, (“Leaf Mark”); and

WHEREAS, Assignor is the owner of the trademarks listed on the attached Schedule C, and all variations thereon, (collectively, the “Combination Marks”); and

WHEREAS, Assignor wishes to sell, assign, transfer, deliver and convey, and the Assignee wishes to purchase and accept the transfer of, the Trademarks, the Leaf Mark, and the Combination Marks pursuant to the terms and conditions contained herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers, delivers and conveys to Assignee all right, title and interest in, to, and under the Trademarks, the Leaf Mark, and the Combination Marks, including all registrations and applications therefor and all common law rights therein, together with the goodwill associated therewith and symbolized thereby, and Assignee hereby accepts such sale, conveyance, assignment and delivery. Assignor further agrees that it will make no further use of the Trademarks, the Leaf Mark, and the Combination Marks, other than pursuant to the license contained in the Services and Royalty Agreement between the Parties dated contemporaneously herewith (the “SRA”).
2. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights, if any, of Assignor to bring an action, whether at law or in equity, against any third party, to recover damages, profits and all other relief for all infringements (including injunctions) of the Trademarks, Leaf Mark, and Combination Marks that have occurred prior to the date of this Assignment with the right to collect the same. Assignor further agrees that it will, upon request, provide Assignee with facts relating to the history of the Trademarks, Leaf Mark, and Combination Marks as may be known to it, including any knowledge that it has relating to any past infringement or misappropriation of the Trademarks, Leaf Mark, and Combination Marks.
3. Assignor will, within 10 business days of presentment and at Assignee’s expense, execute such further documents as Assignee may reasonably request to perfect, confirm, and/or

effectuate the transfer of the Trademarks, Leaf Mark, and/or Combination Marks or vest in Assignee all rights, title and interests of Assignor in, to and under the Trademarks, Leaf Mark, and Combination Marks.

4. As a condition of this Assignment, Assignee agrees that it will only use the Leaf Mark (including any of the Combination Marks insofar as they contain the Leaf Mark) in connection with the Business (as defined in the SRA).
5. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. This Assignment shall be governed by, enforced under and construed in accordance with the domestic laws of the State of New York for contracts entered into and to be performed in the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
7. The parties may execute this Assignment in two counterparts (including by means of telecopied signature pages or signature pages delivered by electronic transmission in portable document format (pdf)), each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

U.S. GREEN BUILDING COUNCIL

HANLEY-WOOD, LLC

By: 
S. Richard Pedrizzi
President, CEO and Founding Chairman

By: _____
Michael D. Bender
Vice President and General Counsel


[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

U.S. GREEN BUILDING COUNCIL

HANLEY-WOOD, LLC

By: _____
S. Richard Fedrizzi
President, CEO and Founding Chairman

By:  _____
Michael D. Bender
Vice President and General Counsel

[Signature Page to Trademark Assignment Agreement]

Schedule A (Trademarks)**GREENBUILD**

<u>COUNTRY</u>	<u>REFERENCE#</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>	<u>CLASSES</u>
CHINA	T06129CN00	9/14/2009	7694955	10/7/2012	7694955	REGISTERED	41

10/7/2022 RENEWAL

41 - Educational services; conducting classes, seminars, conferences and workshops in the field of environmental design, construction, and operation of buildings and real estate; educational information in the field of environmental design, construction, and operation of buildings and real estate; conducting expositions for educational purposes

HONG KONG	T06129CN00	7/3/2008	301152701	7/3/2008	301152701	REGISTERED	41
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7/3/2018 RENEWAL

41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences and workshops in the field of environmental design, construction, and operation of buildings and real estate

MEXICO	T06129CN00	7/11/2008	947,083	10/27/2009	1127461	REGISTERED	41
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7/11/2018 RENEWAL

41 - Writing of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences and workshops in the field of environmental design, construction, and operation of buildings and real estate

SAUDI ARABIA	T06129SA00	1/1/2011	163419	5/21/2012	1365/37	REGISTERED	41
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8/1/2020 RENEWAL

41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences and workshops in the field of environmental design, construction, and operation of buildings and real estate

SINGAPORE	T06129SG00	7/9/2008	T0809040B	7/9/2008	T0809040B	REGISTERED	41
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7/9/2018 RENEWAL

41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences and workshops in the field of environmental design, construction, and operation of buildings and real estate

SOUTH KOREA	T06129KR00	12/14/2009	2009-30454	7/15/2011	410213546 0000	REGISTERED	41
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EXECUTION VERSION

7/15/2021 RENEWAL

41 - educational research relating to development of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; publication of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences and workshops in the field of environmental design, construction, and operation of buildings and real estate

UNITED ARAB EMR	T06129AE00	11/25/2009	136349			PENDING	41
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41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences and workshops in the field of environmental design, construction, and operation of buildings and real estate

UNITED STATES	022131US	2/21/2003	78/217,465	4/13/2004	2,833,369	REGISTERED	41
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4/13/2014 RENEWAL

41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences, expositions and workshops in the field of environmental design, construction, and operation of building and real estate

GREENBUILD

EUROPEAN UNION	T06129EU01					PROPOSED	41
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41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences, expositions and workshops in the field of environmental design, construction, and operation of building and real estate

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
FRANCE	T06129FR00					PROPOSED	41

41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences, expositions and workshops in the field of environmental design, construction, and operation of building and real estate

GERMANY	T06129DE00					PROPOSED	41
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41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences, expositions and workshops in the field of environmental design, construction, and operation of building and real estate

ITALY	T06129IT00	PROPOSED	41
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41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences, expositions and workshops in the field of environmental design, construction, and operation of building and real estate

SPAIN	T06129ES00	PROPOSED	41
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41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences, expositions and workshops in the field of environmental design, construction, and operation of building and real estate

UNITED KINGDOM	T06129GB00	PROPOSED	41
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41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences, expositions and workshops in the field of environmental design, construction, and operation of building and real estate

GREENBUILD (in Chinese Characters)

CHINA	T10628CN00	PROPOSED	41
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41 - Development and dissemination of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences and workshops in the field of environmental design, construction, and operation of buildings and real estate

GREENBUILD (Korean Character Mark)

SOUTH KOREA

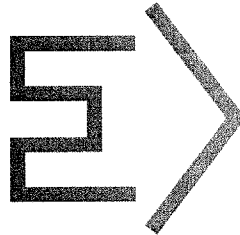
T06129KR01

PROPOSED

41

41 - educational research relating to development of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; publication of educational materials for others in the field of environmental design, construction, and operation of buildings and real estate; educational services, namely, conducting classes, seminars, conferences and workshops in the field of environmental design, construction, and operation of buildings and real estate

2013



Schedule B (Leaf Mark)



Schedule C (Combination Marks)





