

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
Grameen Foundation USA		01/20/2012	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Software Freedom Conservancy, Inc.		
Street Address:	137 Montague Street STE 380		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3769294	MIFOS	
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:	212-461-3245 x11		
Email:	tony@sfconservancy.org		
Correspondent Name:	Tony Sebro		
Address Line 1:	137 Montague Street STE 380		
Address Line 4:	Brooklyn, NEW YORK 11201		
ATTORNEY DOCKET NUMBER:	SFC2801		
NAME OF SUBMITTER:	Anthony K Sebro Jr		
Signature:	/aks/		
Date:	08/05/2013		

OP \$40.00 3769294

Total Attachments: 6

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS Trademark Assignment Agreement ("Assignment") is made and entered into on 20 January 2012 by and between the Software Freedom Conservancy, Inc., a New York nonprofit corporation located in Brooklyn, New York, which has received recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code and classification as a public charity (the "Conservancy"), and Grameen Foundation USA, an Oklahoma nonprofit corporation with a principal office in Washington, DC, which has received recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code and classification as a public charity ("Assignor")(together, "the Parties").

WHEREAS, Assignor is the owner of all right, title and interest in and to all trademarks associated with the Mifos software project including, but not limited to, the registrations and/or applications for registration, common law marks, logos, and slogans set forth on Exhibit A (collectively, the "Trademarks"), together with the reputation of the Mifos software project connected with and symbolized by the Trademarks;

WHEREAS, Assignor is the owner of all right, title and interest in and to the registered domain names associated with the Mifos software project set forth in Exhibit B (collectively, the "Domain Names");

WHEREAS, Conservancy acts as a fiscal sponsor for the Mifos software project and has a charitable mission of developing, promoting and defending free and open source software projects;

WHEREAS, Assignor desires to confer and Conservancy desires to acquire all right, title and interest in and to the Trademarks and the Domain Names in support of Conservancy's charitable mission; and

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Conservancy are executing a Trademark Assignment Recordation Form with the United States Patent Office to which this Assignment is referenced and attached;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1 Assignor's Assignments

1.1 Assignment of Trademarks

Assignor hereby assigns, transfers and conveys to Conservancy the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the reputation of the software project connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same

to be held and enjoyed by Conservancy as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

1.2 USPTO Recordation

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to Conservancy as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

1.3 Assignment of Domain Names

Assignor hereby assigns, transfers and conveys to Conservancy the entire right, title, interest in and to the Domain Names. Assignor agrees to prepare any documentation necessary to transfer registration of the Domain Names in a reasonably timely manner including, but not limited to, any necessary registration deletion or transfer templates with the domain registries associated with the Domain Names.

2 Conservancy's Obligations

For the duration of time Conservancy owns right, title, interest in and to and the Trademarks, Conservancy hereby agrees to adopt and publish a trademark usage policy for the Trademarks that promotes the identity and open nature of the Mifos software project to the public and/or otherwise supports the Conservancy's charitable mission. For the duration of time Conservancy owns right, title, interest in and to the Domain Names, Conservancy hereby agrees to use the Domain Names only for sites associated with the Mifos software project and/or otherwise in support of the Conservancy's charitable mission.

3 Representations and Warranties

Each Party represents and warrants that they have the right, power and authority to enter into this Assignment.

Assignor makes the following additional representations and warranties to Conservancy:

- Assignor is the exclusive owner of all rights, titles and interests in the Trademarks and Domain names;
- All registrations for the Trademarks are currently valid and subsisting and in full force and effect;
- The Trademarks and Domain Names are free of any liens, security interests, encumbrances or licenses;

- The Trademarks and Domain Names do not infringe the rights of any person or entity to the best of Assignor's knowledge;
- There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks and/or Domain Names;
- Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws;
- This Agreement is valid, binding and enforceable in accordance with its terms; and
- Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4 Miscellaneous

4.1 Execution

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile and/or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

4.2 Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Assignment by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

4.3 Enforceability

Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

4.4 Governing Law


This Agreement shall be interpreted and construed in accordance with the laws of the State of New York.

4.5 Entire Agreement

This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing and signed by all parties to this Agreement.

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

SIGNED,

By:  _____


Date: Feb 8, 2012

FOR ASSIGNOR.

~~David Eisenstein~~ *Jorge Highland*

~~Title: Vice President, Technology, Co-Head, Programs and Regions~~

Chief Strategy Officer

By:  _____

Date: 20 January 2012

FOR THE SOFTWARE FREEDOM CONSERVANCY, INC.

Bradley M. Kuhn

Title: Executive Director

EXHIBIT A – TRADEMARKS

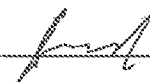
U.S. Trademark Registration

Mark: Mifos
Classes: 9, 42 and 45
Registration Number: 3,769,294
Registration Date: March 30, 2010
First Use: November 19, 2004
In Commerce: November 19, 2004

A handwritten signature in black ink, appearing to be "M. O.", is written over a horizontal line.

EXHIBIT B – DOMAIN NAMES

- mifos.org
- mifos.com
- mifos.net

A handwritten signature in black ink, appearing to be 'Fred', written over a horizontal line.