# CH \$40.00 85747

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM302783

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Roll Global LLC		04/17/2014	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	The Los Angeles Fund For Public Education	
Street Address:	10250 Constellation Blvd., Suite 230	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90067	
Entity Type:	Nonprofit public benefit corporation: CALIFORNIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85747178	SCHOOL FUEL

## **CORRESPONDENCE DATA**

**Fax Number:** 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie S. Kann, Senior Paralegal

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	56818-00001
NAME OF SUBMITTER:	Stephanie S. Kann
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	04/28/2014

### **Total Attachments: 4**

source=LAFundTMAssignment#page1.tif source=LAFundTMAssignment#page2.tif source=LAFundTMAssignment#page3.tif source=LAFundTMAssignment#page4.tif

TRADEMARK
REEL: 005269 FRAME: 0137

900287501

### ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment"), dated as of April 7, 2014, is entered into by and between Roll Global LLC, a Delaware limited liability company (the "Assignor") and The Los Angeles Fund For Public Education, a California nonprofit public benefit corporation (the "Assignee").

- 1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee, in consideration of \$1 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of Assignor's worldwide right, title and interest in, to and under the trademark and trademark application listed on Schedule A hereto, including all related common law rights with respect thereto (the "Trademark") throughout the world, including all registrations and applications thereof and the goodwill symbolized thereby, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademark, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademark not been made.
- 2. Further Assurances. Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.
- 3. Counterparts: Effectiveness. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.
- 4. <u>Headings</u>. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.
- 5. <u>Governing Law</u>. This Assignment and all disputes hereunder shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed in that State without regard to the conflict of laws rules thereof.
- 6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this

TRADEMARK
REEL: 005269 FRAME: 0138

Assignment shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment or caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

itsi wititen above.
ASSIGNOR:
Roll Global LLC, a Delaware limited liability company  By:    Company
ASSIGNEE:  The Los Angeles Fund For Public Education, a California nonprofit public benefit corporation  By:  Name:   HEUSST INFUSION

# SCHEDULE A TO ASSIGNMENT OF TRADEMARK

Mark	Serial #	Filing Date	Status
SCHOOL FUEL	85/747,178	10/5/2012	Allowed

A-1

TRADEMARK REEL: 005269 FRAME: 0141

**RECORDED: 04/28/2014**