

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MarineParents.com		05/02/2014	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	U.S. Marine Corps, a component of the U.S. Department of the Navy		
Street Address:	Room 4B548 Pentagon		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20350		
Entity Type:	FEDERAL AGENCY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3939730	MARINE PARENTS A PLACE TO CONNECT & SHAR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-614-2173		
Email:	philip.greene@usmc.mil		
Correspondent Name:	Philip Greene		
Address Line 1:	Room 4B548 Pentagon		
Address Line 4:	Washington, D.C. 20350		
NAME OF SUBMITTER:	Philip Greene		
SIGNATURE:	/Philip Greene/		
DATE SIGNED:	05/21/2014		
Total Attachments: 3			
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ASSIGNMENT AND LICENSE AGREEMENT

This assignment and license agreement is made by and between MarineParents.com, Inc., a non-profit public charity with an address at 3208 LeMone Industrial Blvd, Suite B, Columbia, MO 65201 (hereinafter "MarineParents.com"), and the United States Marine Corps, an agency of the United States government, with an address at Public Affairs (PA) Marine Corps Trademark Licensing Office, 3000 Marine Corps Pentagon, Washington, D.C. 20350-3000 (hereinafter "Marine Corps"). This assignment and license agreement is effective and dated as of the last signatory date hereto.

WHEREAS, MarineParents.com owns all right, title, and interest in, to and under the trademark "MARINE PARENTS A PLACE TO CONNECT AND SHARE," U.S. Registration No. 3939730, registered with the U.S. Patent and Trademark Office April 5, 2011, including the goodwill specifically associated with such trademark (the "Mark"), as the Mark is, and has long been, used on or in connection with MarineParents.com's activities;

WHEREAS, Marine Corps desires to protect its rights and ownership of other, related trademark rights, such as its rights to the mark MARINE CORPS, and therefore desires to acquire MarineParents.com's right, title, and interest in and to the Mark and the registration thereof, and all goodwill and common law rights associated therewith, and to take responsibility for maintaining, policing and enforcing the Mark;

WHEREAS, MarineParents.com desires to continue its use of the Mark as part of its activities, but is willing to so assign the Mark to the Marine Corps in exchange for a grant-back of an ~~exclusive~~ license from the Marine Corps to use the Mark on or in connection with MarineParents.com's activities and for the Marine Corps maintenance, policing and enforcement of the Mark against unauthorized use by third parties so as to protect the goodwill that MarineParents.com has established in the Mark,

NOW, THEREFORE, in consideration of the foregoing, the promises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby freely acknowledged, it is hereby agreed as follows:

1. ASSIGNMENT

- 1.1 MarineParents.com hereby assigns, grants, and conveys to Marine Corps, and its successors and assigns, all right, title, and interest in and to the Mark and the registration thereof, together with the goodwill and all common

law rights appurtenant thereto, including the right to sue for past infringements and unauthorized uses of the Mark, and Marine Corps hereby accepts this assignment.

2. MAINTENANCE OF THE MARK

2.1 Marine Corps shall, at its own expense, maintain the Mark in force and in good standing, including effecting any requisite registrations, renewals, or other requirement under United States trademark rules, regulations and law, including any requirement or demand made by the United States Patent and Trademark Office. The manner in which the Marine Corps maintains the Mark, including the number of classes in which the Mark is registered, shall be in the discretion of the Marine Corps.

3. PROTECTION OF THE MARK

3.1 Marine Corps shall, at its own expense and discretion, police and enforce the Mark against others, including policing and enforcing against unauthorized use, disparagement, or dilution of the Mark.

3.2 MarineParents.com agrees to use reasonable efforts to assist the Marine Corps to the extent necessary to protect the Mark. MarineParents.com shall notify Marine Corps in writing of any infringements or imitations of the Mark which may come to MarineParents.com's attention. Marine Corps may commence or prosecute any actions, claims or suits in its own name or in the name of MarineParents.com, or join MarineParents.com as a party thereto.

4. GRANT-BACK OF LICENSE

4.1 In consideration of the foregoing, the Marine Corps hereby grants back to MarineParents.com a royalty-free, world-wide, ~~exclusive~~ license to use the Mark in association with its retail activities, so long as the Trademark License Agreement between MarineParents.com and the Marine Corps, dated November 26, 2012, as it may be modified, amended, and/or renewed, or a suitable replacement agreement, remains in effect. It is understood that the USMC is not licensing the charitable, fundraising, or service-oriented aspects and activities of MarineParents.com, but only its retail activities, namely, the manufacture and sale of merchandise.

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TAV
5/13/14

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as follows.

UNITED STATES MARINE CORPS

By: Jessie Eohlane
Name: Jessica O'Haver
Title: Director, USMC TMLD
Date Signed: May 2, 2014

MARINEPARENTS.COM

By: Tracy Della Vecchia
Name: Tracy Della Vecchia
Title: Executive Director
Date Signed: 02-May-2014