

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361129

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900342561		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Old Grey Foundation, Inc.		10/11/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas State University		
<b>Street Address:</b>	601 University Drive		
<b>City:</b>	San Marcos		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78666		
<b>Entity Type:</b>	STATE AGENCY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3649427	TXST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5128538801		
<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>			
<b>Phone:</b>	512-853-8800		
<b>Email:</b>	dkgpto@intprop.com		
<b>Correspondent Name:</b>	Dwayne K. Goetzel		
<b>Address Line 1:</b>	P.O. Box 398		
<b>Address Line 4:</b>	Austin, TEXAS 78767-0398		
<b>ATTORNEY DOCKET NUMBER:</b>	6583-04500		
<b>NAME OF SUBMITTER:</b>	Dwayne K. Goetzel		
<b>SIGNATURE:</b>	/Dwayne K. Goetzel/		
<b>DATE SIGNED:</b>	11/04/2015		
<b>Total Attachments: 2</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), effective as of the last date of signature shown below (the "Effective Date"), is by and between Texas State University ("ASSIGNEE"), a Texas state agency having a place of business at 601 University Drive, San Marcos, Texas 78666, and Old Grey Foundation, Inc. ("ASSIGNOR"), a Texas corporation having a place of business at 104 W. Mimosa Circle, San Marcos, Texas 78666.

### **I. BACKGROUND**

**A.** ASSIGNOR is the owner of the following service mark, and any and all trade dress associated therewith (collectively, the "Mark"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which, or in conjunction with which, the Mark is used (the "Products/Services"):

TXST, U.S. Reg. No. 3649427.

**B.** ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its rights, titles, and interests in and to the Mark.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

### **II. AGREEMENT**

**A.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR's worldwide right, title, and interest in and to the Mark, together with (1) the goodwill of the business relating to the Products/Services upon which the Mark is used, or in conjunction with which the Mark is used, and for which they are registered or for which applications have been filed; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including but not limited to damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

**B.** ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, logos, designs and domain names associated with the Mark.

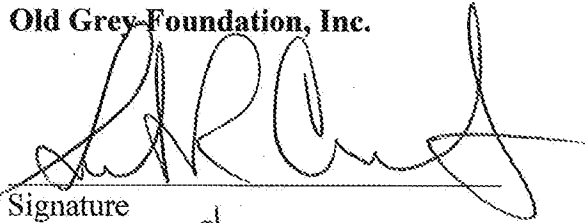
**C.** ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE the full right, title, and interest in the Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this

Agreement, as of the Effective Date set forth above.

**ASSIGNOR:**

**Old Grey Foundation, Inc.**



Signature

Scott Courtney

Printed Name

Secretary

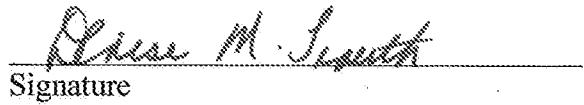
Title

10/11/15

Date

**ASSIGNEE:**

**Texas State University**



Signature

Denise M. Trawth

Printed Name

President

Title

10/21/2015

Date

