OP \$40.00 3301401

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM398956 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Familywize Community Service Partnership, Inc.		01/01/2012	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Membership Services Corporation		
Street Address:	PO Box 1980		
City:	Bethlehem		
State/Country:	PENNSYLVANIA		
Postal Code:	18016		
Entity Type:	Corporation: PENNSYLVANIA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3301401	FAMILYWIZE

CORRESPONDENCE DATA

Fax Number: 8002222817

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.

Phone: 800-222-2818 Ext 150 dalgard@familywize.org

Correspondent Name: Denise Algard Address Line 1: PO Box 1980

Address Line 4: Bethlehem, PENNSYLVANIA 18016

NAME OF SUBMITTER:	Denise Algard
SIGNATURE:	/Denise Algard/
DATE SIGNED:	09/19/2016

Total Attachments: 1

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TRADEMARK
REEL: 005880 FRAME: 0251

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ASSIGNMENT

WHEREAS, FamilyWize Community Service Partnership, Inc., a Pennsylvania

corporation, with a principal address at PO Box 1980, Bethlehem, PA 18016, (hereinafter

"Assignor") uses and is the owner of U.S. Trademark Registration No. 3301401 for the mark

FamilyWize ("Mark"), which has a date of registration of October 2, 2007; and

WHEREAS, Assignor wishes to transfer the Mark to Membership Services Corporation,

a Pennsylvania corporation, (hereinafter "Assignee");

NOW THEREFORE, the parties hereto, in consideration of the mutual premises herein

and intending to be legally bound, agree as follows:

Assignment. Assignor hereby assigns to the Assignee all of the right, title, and

interest in and to the aforesaid Mark together with the goodwill of the business connected with

the use of and symbolized by said Mark. The Assignor shall, upon request from Assignee,

execute all instruments necessary or desirable for securing and maintaining the Mark hereby

assigned.

2. Representations. The Assignor warrants that the rights and property herein

assigned are free and clear of any encumbrance.

Miscellaneous. The Assignor and Assignee acknowledge that they have read and

understood this Agreement and have executed same based upon their independent review of its

terms and conditions. Furthermore, to the extent this Agreement imposes any obligations upon

Assignor and Assignee, same shall be binding upon and shall inure to the benefit of the parties

hereto, their respective heirs, personal representatives, successors and assigns and shall be

interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have

hereunto set their hands and seals this 1st day of January, 2012.

Membership Services Corporation

FamilyWize Community Service

Partnership, Inc.

Dan Barnes, President

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RECORDED: 09/19/2016