

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The National Conference on Citizenship		12/04/2015	Congressionally Chartered Nonprofit Organization: D.C.
RECEIVING PARTY DATA			
Name:	Service Year Exchange, Inc.		
Street Address:	1100 17th Street, NW		
Internal Address:	Suite 1200		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Non-Stock Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86571320	SERVICE YEAR	
Serial Number:	86571022	SERVICE YEAR	
Serial Number:	86571125	SERVICE YEAR	
CORRESPONDENCE DATA			
Fax Number:	3019150950		
<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:	3019150950		
Email:	docketing@relevantip.com		
Correspondent Name:	William A. Bonk, III		
Address Line 1:	6900 Wisconsin Ave,		
Address Line 2:	#304		
Address Line 4:	Bethesda, MARYLAND 20815		
NAME OF SUBMITTER:	William A. Bonk, III		
SIGNATURE:	/WA Bonk/		
DATE SIGNED:	09/30/2016		
Total Attachments: 6 source=151204 Assignment#page1.tif			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”) is by and among Service Year Exchange, Inc., a Delaware nonprofit, non-stock corporation (the “Assignee”), and National Conference on Citizenship, a congressionally chartered charitable organization (the “Assignor”). Reference is made to that certain Asset Transfer Agreement, dated as of December 4, 2015, by and between the Assignor and the Assignee (the “Transfer Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Transfer Agreement.

WHEREAS, pursuant to and in accordance with the terms and conditions set forth in the Transfer Agreement, the Assignor has agreed to assign, transfer, convey and deliver to the Assignee, all of its respective right, title and interest in and to the Transferred Assets, including the Assigned IP Rights (as defined below), and pursuant to the terms of the Transfer Agreement and subject thereto, the Assignor shall and hereby assigns, transfers, conveys and delivers to the Assignee, the Assigned IP Rights; and

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the assignment, transfer, conveyance and delivery of the Assigned IP Rights to the Assignee, and through this Agreement, the parties are consummating said assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Transfer Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignor and the Assignee, intending to be legally bound, hereby agrees as follows:

1. Assignment. The Assignor hereby assigns, conveys, transfers, and delivers to the Assignee all of the Assignor’s right, title and interest in and to all of the Intellectual Property, including the items set forth on **Schedule 1** attached hereto, and any and all goodwill symbolized thereby and the right to recover for damages and profits for past and future infringements and misappropriations of any part of foregoing and the right to sue for and recover the same throughout the world in the name of the Assignee or its designee (collectively, “Assigned IP Rights”).
2. Recordation of Assignment. The Agreement may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by the Assignee.
3. Further Assurances. Each party hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other party to effectuate the purposes of this Agreement; provided, however, that the parties’ obligations under this provision shall be subject to any restrictions and limitations as are set forth in the similar provisions of the Transfer Agreement and nothing herein shall be deemed to modify, amend, expand or affect in any way the parties’ respective rights and obligations under the Transfer Agreement.
4. Expenses. Except as otherwise expressly provided in the Transfer Agreement, the Assignor and the Assignee will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

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5. No Third Party Beneficiaries. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

6. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No failure or delay by the Assignor or the Assignee in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

8. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia, without regard to its conflicts of law rules.

9. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

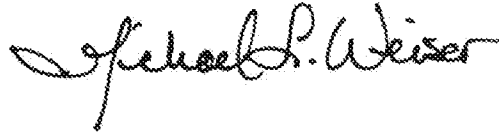
10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission (including by portable document format (.pdf)) of counterpart signatures to this Agreement shall be acceptable and binding.

[Signature Page Follows]

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

ASSIGNOR:

NATIONAL CONFERENCE ON CITIZENSHIP



By: _____
Name: Michael Weiser
Title: President

ASSIGNEE:

SERVICE YEAR EXCHANGE, INC.



By: _____
Name: Shirley Sagawa
Title: President & CEO

SCHEDULE 1

ASSIGNED IP RIGHTS

Registered Intellectual Property

Trademark Registrations and Applications:

Mark	JURISDICTION	APPLICATION NO. / FILING DATE	REG. NO./ REG. DATE (IF APPLICABLE)
Service Mark: SERVICE YEAR	US	86571125 MARCH 19, 2015	
Collective Service Mark: SERVICE YEAR	US	86571320 MARCH 19, 2015	
Collective Membership Mark: SERVICE YEAR	US	86571022 MARCH 19, 2015	

Other Intellectual Property Rights

Domain names:

GIVEAYR.COM
GIVEAYR.NET
GIVEAYR.ORG
MYSERVICEYEAR.ORG
NATIONALSERVICEPROJECT.INFO
NATIONALSERVICEPROJECT.NET
NATIONALSERVICEPROJECT.ORG
SERVICESUMMER.ORG
SERVICEYEAR.COMMUNITY
SERVICEYEAR.DIRECTORY
SERVICEYEAR.EXCHANGE
SERVICEYEAR.NET
SERVICEYEAR.ROCKS
SERVICEYEARALUMS.ORG
SERVICEYEAREX.COM
SERVICEYEAREX.ORG
SERVICEYEAREXCHANGE.COM
SERVICEYEAREXCHANGE.INFO
SERVICEYEAREXCHANGE.NET
SERVICEYEAREXCHANGE.ORG
SERVICEYEARUSA.COM

SERVICEYEARUSA.ORG
SERVICEYEARX.COM
SERVICEYEARX.ORG
SERVICEYR.COM
SERVICEYR.NET
SERVICEYR.ORG
U-SERVE.NET
USERVE.ORG
YEAR4GOOD.COM
YEAR4GOOD.INFO
YEAR4GOOD.NET
YEAR4GOOD.ORG
YOUSERVE.ORG
SYUNITED.ORG
SYUNITED.COM
SERVICEYRUNITED.COM
SERVICEYRUNITED.ORG
SERVICEYRUNITED.NET
SERVICEYRUNITED.INFO

Logos:

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