

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kate Spade & Company		06/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NEO Philanthropy, Inc.		
Street Address:	1770 Pacific Ave		
Internal Address:	204		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94109		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4254756	NO MORE	
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>		
Email:	vmann@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Virginia Mann		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	15325-005		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	10/11/2016		
Total Attachments: 4			
source=2016.06.02- Assignment of NO MORE Rights to NEO#page1.tif			
source=2016.06.02- Assignment of NO MORE Rights to NEO#page2.tif			
source=2016.06.02- Assignment of NO MORE Rights to NEO#page3.tif			
source=2016.06.02- Assignment of NO MORE Rights to NEO#page4.tif			

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INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 2nd day of June, 2016 is made and entered into by and between Kate Spade & Company, a corporation duly organized and existing under the laws of the State of Delaware with an office located at 2 Park Avenue, New York, New York 10016 ("Assignor") and NEO Philanthropy, Inc., a 501(3)(c) corporation duly with offices located at 1770 Pacific Ave. 204, San Francisco, CA 94109 ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of the trademark registration (including any and all goodwill symbolized thereby) (the "Trademark"); and any and all copyright subsisting in the subject matter of the Trademark, including any design or word components; as well as the domain name set forth on Schedule A hereto (collectively, the "Purchased Intellectual Property");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Assignment. Effective as of the date set forth above, Assignor hereby assigns to Assignee:

- A. all of Assignor's right, title and interest in, and good will associated with, the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and
- B. any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the execution of this Assignment, including the right to receive all proceeds and damages therefrom;
- C. any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights; and
- D. any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

II. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably

necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

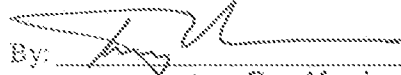
III. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

IV. Counterparts. This Assignment may be executed in one (1) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Facsimile transmission or .pdf of any signed original counterpart and/or retransmission of any signed facsimile transmission or .pdf shall be deemed the same as the delivery of an original.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative

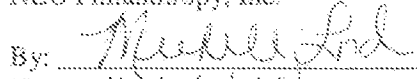
ASSIGNOR:

Kate Spade & Company

By: 
Name: *Timothy R. Michno*
Title: *General Counsel*

ASSIGNEE:

NEO Philanthropy, Inc.

By: 
Name: *Michele Lord*
Title: *President*

SCHEDULE A -

PURCHASED INTELLECTUAL PROPERTY

<u>Trademark</u>	<u>Registration</u>
NO MORE	Number 4254756

Domain
nomore.org
no-more.org
nomore.com
nomore.net
nomore.org
know-more.org

