

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew S. Ronen		10/03/2016	INDIVIDUAL:
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-Profit Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86536969	SERVICEYEAR	
Serial Number:	86292050	SERVICE YEAR	
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:	docketing@relevantip.com		
Correspondent Name:	Relevant IP, LLC		
Address Line 1:	6900 Wisconsin Avenue		
Address Line 2:	#304		
Address Line 4:	Bethesda, MARYLAND 20815		
NAME OF SUBMITTER:	William A. Bonk, III		
SIGNATURE:	/WA Bonk/		
DATE SIGNED:	11/11/2016		
Total Attachments: 2			
source=161111_Assignment#page1.tif			
source=161111_Assignment#page2.tif			

OP \$65.00 86536969

TRADEMARK ASSIGNMENT

THE PARTIES

This Trademark Assignment Agreement (this "Agreement") is made effective as of October 3, 2016 (the "Effective Date") by and between Matthew S. Ronen, an individual U.S. citizen with a residence address at 246 W. 20 St., Apt. 5A, New York, NY 10011 ("Assignor") and Service Year Exchange, Inc., a Delaware non-profit, non-stock corporation (the "Company").

WITNESSETH

WHEREAS, Assignor has filed U.S. federal trademark applications for the mark SERVICEYEAR, U.S. Application No. 86/536,969, and SERVICE YEAR, U.S. Application No. 86/292,050, (collectively the "Marks"); and

WHEREAS, City Year, Inc. and The National Conference on Citizenship have filed multiple opposition proceedings at the TTAB opposing the registration of the Marks (the "Opposition Proceedings"); and

WHEREAS, Assignor has agreed to assign and the Company has agreed to acquire any and all of Assignors' rights, title, and interest, in and to the Marks and any and all associated goodwill, to the extent Assignor has any; and

WHEREAS, the Company has agreed to withdraw, or cause to be withdrawn its Opposition Proceedings; and

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys to the Company any and all of Assignors' worldwide rights, title, and interest of whatever kind, including any and all common law rights, in and to the Marks, together with any and all associated goodwill as well as all income, royalties, and damages hereafter due or payable with respect to the Marks for past infringement. This assignment is being made "as is," and the Company acknowledges that Assignor makes no representations or warranties whatsoever regarding the Marks and their validity, Assignor's rights in the Marks, any other pending oppositions, or the transferability of the Marks, and is only transferring whatever rights, if any, Assignor has in the Marks as of the Effective Date.

2. Within 5 days of the Effective Date, the Company will cause all pending Opposition Proceedings to be dismissed or withdrawn with prejudice and take any further actions needed to ensure that a judgment does not issue against Assignor. If for any reason Assignor receives a subpoena or is required to appear as a witness or produce documents related to the Opposition and/or this Trademark Assignment of the Marks, the Company will pay Assignor \$150/hour for his assistance. The Company acknowledges that Assignor has no further obligations regarding this Agreement after it is executed.

3. The Company releases and discharges any and all claims of any kind, known or unknown, accrued or unaccrued, that the Company has or may have against Assignor as of the date of execution of this Agreement.


4. The Company agrees that neither it nor its affiliates, employees, agents representatives or attorneys will disparage Assignor.

5. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York.

6. The parties are and remain bound by the Settlement Agreement resolving the litigation captioned *National Conference on Citizenship v. Matthew Ronen and Service Year, Inc.*, Civ. No: 1:15-cv-450 (E.D.Va.), which is not altered or amended by this Assignment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements relating to the Opposition and/or the assignment of the Marks. This Agreement may not be modified or otherwise amended except by an instrument in writing signed by the party against which enforcement is sought.

IN WITNESS WHEREOF, Assignor and the Company have duly executed this Agreement effective as of October 3, 2016.

ASSIGNOR:


Name: Matthew S. Ronen

THE COMPANY:

SERVICE YEAR EXCHANGE, INC.

By: 
Name: Shirley Sagawa
Title: President and CEO