

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rodale Inc.		03/22/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Rodale Institute		
Street Address:	611 Siegfriedale Road		
City:	Kutztown		
State/Country:	PENNSYLVANIA		
Postal Code:	19530		
Entity Type:	Non-Profit Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3863793		
Registration Number:	3863798	ECO4 THE PLANET	
Registration Number:	3863800	ECO4	
Registration Number:	3863795	ECO4 THE PLANET	
Registration Number:	3875461		
CORRESPONDENCE DATA			
Fax Number:	2023314308		
<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:	202.293.7060		
Email:	tm@sughrue.com, vmullineaux@sughrue.com		
Correspondent Name:	Kevin G. Smith/Sughrue Mion, PLLC		
Address Line 1:	2100 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C. 20037		
NAME OF SUBMITTER:	Kevin G. Smith		
SIGNATURE:	/Kevin G. Smith/		
DATE SIGNED:	04/04/2017		
Total Attachments: 3			

OP \$140.00 3863793

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is to be effective as of March 22, 2017 (the "Effective Date") and is entered into by and between RODALE INC., a Pennsylvania business corporation having an address at 400 South Tenth Street, Emmaus, Pennsylvania 18098 ("Assignor") and RODALE INSTITUTE, a Pennsylvania non-profit corporation, located at 611 Siegfriedale Road, Kutztown, Pennsylvania 19530 ("Assignee"). Capitalized terms used herein and not defined shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Assignor owns the right, title, and interest in the trade names, trademarks and service marks described in Schedule A hereto (collectively the "Marks"), and applied for registration of such Marks; and

WHEREAS, Assignee desires to formally acquire all of Assignor's right, title and interest in and to the Marks and all the goodwill of the business symbolized by the Marks.

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

- 1. Assignment of Marks.** Pursuant to the terms and subject to the conditions contained herein, Assignor hereby irrevocably assigns and conveys to Assignee, and Assignee hereby accepts: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the Marks associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.
- 2. Further Assurances.** Assignor agrees from time to time, subsequent to the date hereof, to execute and deliver or cause to be executed and delivered such instruments or further assurances as may, in the reasonable opinion of the Assignee, be necessary or desirable to give effect to the provisions of this Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
- 3. Successors and Assigns.** This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, successors and permitted assigns.
- 4. Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions.

5. **Headings.** The headings in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment.

6. **Entire Agreement.** This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof and supersedes all prior discussions. No modification of this Assignment will be effective unless made in writing and executed by both


7. **Waivers and Amendments.** This Assignment may not be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may not be waived, except by a written instrument signed by the parties or, in the case of a waiver, by the party making such waiver. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

8. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original. This Assignment and any counterpart so executed shall be deemed to be one and the same instrument. Facsimile signatures, electronic signatures and/or signatures delivered by email in PDF format shall be considered to be fully binding and shall carry the same weight as original signatures when executing this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed and delivered as of the day and year first above written.

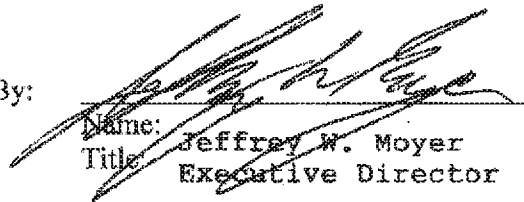
ASSIGNOR: RODALE INC.

By:


Name: Paul A. McGinley
Title: Executive Vice-President and
General Counsel

ASSIGNEE: RODALE INSTITUTE

By:


Name: Jeffrey W. Moyer
Title: Executive Director

SCHEDULE A

To Trademark Assignment
By Rodale Inc., Assignor
To Rodale Institute, Assignee
Dated: March 22, 2017

REGISTERED MARK SERIAL NO. REGISTRATION NO.



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77/956,529

3,863,793



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e eco4 THE PLANET
(Design)

77/956,616

3,863,798

ECO4

77/956,639

3,863,800

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eco4 THE PLANET
(Stylized)

77/956,545

3,863,795



Misc. Design (Leaves)

77/767,317

3,875,461