

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422646

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grameen Foundation USA		07/14/2016	Corporation: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Innovations For Poverty Action		
<b>Street Address:</b>	101 Whitney Avenue		
<b>City:</b>	New Haven		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06510		
<b>Entity Type:</b>	Non-Profit Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3934766	PROGRESS OUT OF POVERTY	
<b>Registration Number:</b>	3944683	PROGRESS OUT OF POVERTY	
<b>Registration Number:</b>	3934767	PPI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124257200		
<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>			
<b>Phone:</b>	2124257200		
<b>Email:</b>	tmdocketny@kenyon.com		
<b>Correspondent Name:</b>	Jonathan D. Reichman, Esq.		
<b>Address Line 1:</b>	One Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Jonathan D. Reichman, Esq.		
<b>SIGNATURE:</b>	/Jonathan D. Reichman/		
<b>DATE SIGNED:</b>	04/05/2017		
<b>Total Attachments: 1</b>			
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**Schedule 3**  
**Trademark Assignment**

**GRAMEEN FOUNDATION USA**, an Oklahoma non-profit corporation, with an address of 1101 15<sup>th</sup> Street, NW, 3<sup>rd</sup> Floor, Washington, DC 20005 ("**GF**") and **INNOVATIONS FOR POVERTY ACTION**, a Connecticut non-profit corporation, with an address of 101 Whitney Avenue, New Haven, Connecticut 06510 ("**IPA**") have entered into an Asset Transfer Agreement, dated as of July 14, 2016, for the transfer and assignment of certain assets of GF to IPA (the "**Asset Transfer Agreement**"). Capitalized terms used in this Assignment without definition have the meanings given in the Asset Transfer Agreement.


**WHEREAS**, in the Asset Transfer Agreement, GF has agreed to transfer and assign to IPA all of GF's right, title and interest in the name, word mark, design or service marks to "Progress out of Poverty Index" and "PPI" (including federal registration Nos. 3934767, 3934766, 3944683 and the PPI logo (collectively, the "**PPI® Trademarks**");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GF hereby irrevocably assigns, transfers and conveys to IPA all of GF's right, title and interest in and to the PPI® Trademarks, including all goodwill of the PPI® Business symbolized by the PPI® Trademarks. This Assignment includes the right to sue and recover damages for past and future infringements of rights in the PPI® Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country, including for applications to register, maintenance filings, cancellation, opposition and other proceedings in connection with the PPI® Trademarks.

Should additional or further actions concerning the assignment or documentation of the assignment of the PPI® Trademarks be required for any reason, GF will promptly, without further consideration, take such other actions and execute such other documents as may be reasonably necessary upon IPA's reasonable request, but at no cost to GF. This Assignment is governed by and should be construed in accordance with the federal laws of the United States and the laws of the State of New York.

Effective as of July 14, 2016

**GRAMEEN FOUNDATION USA**

By:   
Name: Lauren Hendricks  
Title: EVP