

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Security Mutual Life Insurance Company of New York		06/15/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Security Mutual Life Insurance Company of New York Charitable Trust		
Street Address:	100 Court Street		
City:	Binghamton		
State/Country:	NEW YORK		
Postal Code:	13902		
Entity Type:	Charitable Trust: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87366745	SOCK OUT CANCER	
Serial Number:	87366796	SOCK OUT CANCER	
CORRESPONDENCE DATA			
Fax Number:	6077236605		
<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:	6072316927		
Email:	amanzer@hhk.com,mkeen@hhk.com		
Correspondent Name:	Michael Keenan, HINMAN, HOWARD & KATTELL		
Address Line 1:	80 Exchange Street		
Address Line 2:	P.O. Box 5250		
Address Line 4:	Binghamton, NEW YORK 13901		
NAME OF SUBMITTER:	Michael Keenan		
SIGNATURE:	/Michael Keenan/		
DATE SIGNED:	12/12/2017		
Total Attachments: 11			
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NUNC PRO TUNC ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Nunc Pro Tunc Assignment of Intellectual Property Rights is made effective as of June 15, 2017 between: (i) ASSIGNOR: Security Mutual Life Insurance Company of New York, a New York corporation having an address of 100 Court Street, PO Box 1625, Binghamton, New York, 13902; and (ii) ASSIGNEE: Security Mutual Life Insurance Company of New York Charitable Trust, a New York express charitable trust exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, having an address of 100 Court Street, Binghamton, New York, 13902.

WHEREAS Assignor developed and wishes to have Assignee conduct a charitable campaign that includes the use of the phrase “Sock Out Cancer” as a trademark and service mark (the charitable campaign is hereafter referred to as “the Sock Out Cancer Campaign”).

WHEREAS Assignor believes itself to be the sole owner of all intellectual property rights related to the use of the phrase “Sock Out Cancer” as a trademark and service mark as used in conjunction with charitable endeavors (the phrase “Sock Out Cancer” is hereafter referred to as “the Phrase”).

WHEREAS on or about March 8, 2017, Assignor received from WBNG, Incorporated an assignment of all intellectual property rights relating to certain artwork that is used in conjunction with the Sock Out Cancer Campaign. A copy of the March 8, 2017 Assignment is attached hereto as Exhibit 1 and the artwork to which the Assignment pertains (hereafter referred to as “the Artwork”) is attached as Schedule A to Exhibit 1.

WHEREAS Assignor believes itself to be the sole owner of all intellectual property rights related to the use of the Artwork as a trademark and service mark as used in conjunction with charitable endeavors.

WHEREAS on or about March 10, 2017, Assignor filed applications with the United States Patent and Trademark Office seeking federal trademark protection for the Phrase and the Artwork, with such applications respectively bearing Serial Numbers 87366745 and 87366796 (the "Applications").

WHEREAS Assignor owns the Copyrights to the Artwork.

WHEREAS Assignor believes that it has the sole power and authority to transfer to Assignee all intellectual property rights associated with the Phrase, the Artwork and the Applications, including but not limited to: (i) all intellectual property rights relating to the ownership and use of the Phrase and the Artwork; and (ii) the goodwill associated with both the Phrase and the Artwork.

WHEREAS Assignor desires to transfer to Assignee and Assignee wishes to obtain from Assignor all intellectual property rights relating to the Phrase and the Artwork.

NOW, THEREFORE, Assignor and Assignee both agree to be legally bound as follows:

1. As a gratuitous transfer, Assignor hereby assigns, transfers, and conveys to Assignee all right, title and interest in and to (i) the Phrase and the Artwork, together with the goodwill related thereto, and (ii) any other intellectual property rights held by Assignor related to the Sock Out Cancer Campaign. This Assignment includes without limitation all intellectual property rights and goodwill relating to: (a) any and all variations and derivations of the Phrase

(e.g., “Socking Out Cancer”); and (b) any and all variations and derivations of the Artwork, such as variations in color, style, etc. This Assignment also expressly includes all (1) rights that do or may issue as a result of or that are related to the Applications, (2) all copyrights in the Phrase and Artwork, (3) the right worldwide to secure registrations and renewals for copyrights and trademarks, in, for or related to the Phrase and Artwork, and (4) the right to sue for past, present or future infringements of or related to the Phrase and Artwork and to recover damages therefor.

2. Assignor hereby agrees to execute any and all documents necessary for Assignee to perfect, defend, or enforce any and all rights that are being transferred to Assignee under this Assignment. Assignor also agrees to reasonably cooperate in any efforts that Assignee may undertake to perfect, defend, or enforce any and all rights that are being transferred to Assignee under this Assignment.

3. This Assignment and all matters or issues arising from or related to this Assignment shall be construed according to and governed by the laws of the State of New York and, to the extent applicable, federal law. Any action to enforce the terms of this Assignment shall be brought in: (i) the Supreme Court for the State of New York in the County of Broome; or (ii) in the United States District Court for the Northern District of New York, and Assignor and Assignee both hereby expressly consent to the venue and personal jurisdiction of such courts.

4. If any provision of this Assignment, as applied to any party hereto or to any circumstance arising herefrom, shall be adjudged by a Court to be void or unenforceable, the same shall be limited or enforced to the extent permissible by law. If such a provision shall be adjudged by a Court to be completely void and wholly unenforceable, the same shall be deemed

stricken from this Assignment, but the striking of such provision shall in no way affect the validity or enforceability of any other provision of this Assignment.

5. The provisions of this Assignment and the exhibits hereto comprise the entire agreement among the parties with respect to the subject matter hereof and cannot be changed, modified, or added to except by written agreement signed by the parties. The failure of either party to insist upon the performance of any one or more terms, covenants, or conditions of this Assignment shall not be construed as a waiver or relinquishment of any right granted hereunder or of any future performance of any such term, covenant, or condition, and the obligations of the parties with respect to this Assignment shall continue in full force and effect.

6. The terms, covenants, and provisions of this Assignment shall inure to and be binding upon the successors and assigns of both Assignor and Assignee.

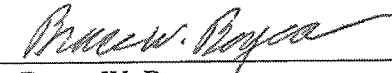
7. This Assignment may be executed in counterparts, each of which shall take effect as an original, and all of which shall evidence one and the same Assignment.

8. Assignor and Assignee acknowledge that each have read this Assignment, understand it and agree to be bound hereby, and represent and warrant that the individual executing this Assignment on behalf of each party is duly authorized to enter into this Assignment.

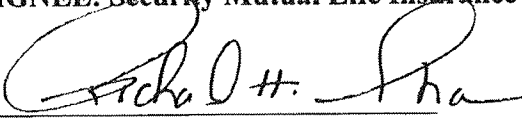
9. Assignor and Assignee consent to the recordation of this Assignment and the Exhibits attached hereto in the United States Patent & Trademark Office.

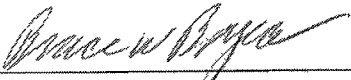
By their signatures below, Assignor and Assignee hereby agree to be bound by the terms of this Assignment.


ASSIGNOR: Security Mutual Life Insurance Company of New York

By:  Date: June 15, 2017
Name: Bruce W. Boyea
Title: Chairman, President and Chief Executive Officer

ASSIGNEE: Security Mutual Life Insurance Company of New York Charitable Trust

By:  Date: June 15, 2017
Name: Richard Shaw
Title: Trustee

By: 
Name: Bruce W. Boyea
Title: Trustee

By: 
Name: Kevin McKeown
Title: Trustee


By: 
Name: Frederick L. Wortman
Title: Trustee

EXHIBIT 1
March 8, 2017 assignment from WBNG, Incorporated

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment is made between: (i) ASSIGNOR: WBNG, Inc., a Delaware Corporation having an address of 560 Columbia Drive, Johnson City, New York 13790; and (ii) ASSIGNEE: Security Mutual Life Insurance Company of New York, a New York Corporation having an address of 100 Court Street, PO Box 1625, Binghamton, New York, 13902.

WHEREAS Assignor warrants that it is the sole owner of all intellectual property rights related to the artwork shown in Schedule A, attached hereto (the artwork shown in Schedule A is hereafter referred to as "the Sock Out Cancer Artwork"), and Assignor specifically warrants that it is the sole owner of all copyrights, trademark rights, and service mark rights that do or may exist related to the Sock Out Cancer Artwork.

WHEREAS Assignor warrants that it has the sole power and authority to transfer to Assignee all intellectual property rights associated with the Sock Out Cancer Artwork and the goodwill associated therewith, including all intellectual property rights relating to the ownership and use of the Sock Out Cancer Artwork.

WHEREAS Assignor desires to transfer to Assignee, and Assignee wishes to obtain from Assignor, all intellectual property rights relating to the Sock Out Cancer Artwork and the phrase "Sock Out Cancer".

NOW, THEREFORE, for the payment of one dollar (\$1.00) from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee both hereby expressly acknowledge, Assignor and Assignee both agree to be legally bound as follows:

1. Assignor hereby agrees to and does forever assign, transfer, and convey to Assignee any and all intellectual property rights that Assignor does or may now or in the future own or have in the Sock Out Cancer Artwork. This Assignment includes all intellectual property rights relating to any and all variations of the Sock Out Cancer Artwork, such as variations in color; style; etc.

2. Assignor hereby agrees to and does forever assign, transfer, and convey to Assignee any and all intellectual property rights that Assignor does or may now or in the future own or have in the phrase "Sock Out Cancer."

3. Assignor hereby agrees to execute any and all documents necessary for Assignee to perfect, defend, or enforce any and all rights that are being transferred to Assignee under this Assignment. Assignor also agrees to reasonably cooperate in any efforts that Assignee may undertake to perfect, defend, or enforce any and all rights that are being transferred to Assignee under this Assignment.

4. This Assignment and all matters or issues arising from or related to this Assignment shall be construed according to and governed by the laws of the State of New York, without regard to conflicts of laws provisions and, to the extent applicable, federal law. Any action to enforce the terms of this Assignment shall be brought in: (i) the Supreme Court for the State of New York in the County of Broome; or (ii) in the United States District Court for the Northern District of New York, and Assignor and Assignee both hereby expressly (a) consent to the venue and personal jurisdiction of such courts and (b) waive any rights they may have to a trial by jury in connection therewith.

5. If any provision of this Assignment, as applied to any party hereto or to any circumstance arising herefrom, shall be adjudged by a Court to be void or unenforceable, the

same shall be limited or enforced to the extent permissible by law. If such a provision shall be adjudged by a Court to be completely void and wholly unenforceable, the same shall be deemed stricken from this Assignment, but the striking of such provision shall in no way affect the validity or enforceability of any other provision of this Assignment.

6. The provisions of this Assignment and the attachments hereto comprise the entire agreement among the parties with respect to the subject matter hereof and cannot be changed, modified, or added to except by written agreement signed by the parties. The failure of either party to insist upon the performance of any one or more terms, covenants, or conditions of this Assignment shall not be construed as a waiver or relinquishment of any right granted hereunder or of any future performance of any such term, covenant, or condition, and the obligations of the parties with respect to this Assignment shall continue in full force and effect.

7. The terms, covenants, and provisions of this Assignment shall inure to and be binding upon the successors and assigns of both Assignor and Assignee.

8. This Assignment may be executed in counterparts, each of which shall take effect as an original, and all of which shall evidence one and the same Assignment.

9. The effective date of this Assignment shall be deemed to be the latest date on which Assignor or Assignee executes this Assignment.


10. Assignor acknowledges that the warranties Assignor has made in this Assignment are material to Assignee's decision to enter into this Assignment.

11. Assignor and Assignee acknowledge that each have read this Assignment, understand it and agree to be bound hereby, and represent and warrant that the individual


executing this Assignment on behalf of each party is duly authorized to enter into this Assignment.

By their signatures below, Assignor and Assignee hereby agree to be bound by the terms of this Assignment.

ASSIGNOR: WBNG, Inc.

By:  Date: March 8, 2017
Name: ROBERT W. KRUPPENACKER
Title: VP / GM

ASSIGNEE: Security Mutual Life Insurance Company of New York

By:  Date: March 8, 2017
Name: Bruce W. Boyea
Title: Chairman, President and Chief Executive Officer

SCHEDULE A

