

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McDonough Braungart Design Chemistry, LLC		12/13/2018	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Cradle to Cradle Products Innovation Institute		
Street Address:	475 14th Street Suite 290		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87369337	C2C CERTIFIED	
Registration Number:	4022941	CERTIFIED CRADLETOCRADLE	
Serial Number:	87369317	CERTIFIED C2C	
Registration Number:	4478362	CERTIFIED CRADLETOCRADLE	
Registration Number:	4544497	CERTIFIED CRADLETOCRADLE	
Registration Number:	4731697	CRADLE TO CRADLE CERTIFIED	
Registration Number:	4505578	CRADLE TO CRADLE PRODUCTS INNOVATION INS	
CORRESPONDENCE DATA			
Fax Number:	7034132220		
<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:	703-413-3000		
Email:	tmdocket@oblon.com		
Correspondent Name:	Brian B. Darville		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	476333US		
NAME OF SUBMITTER:	/Brian B. Darville/		
SIGNATURE:	/BBD/		

OP \$190.00 87369337

DATE SIGNED:	04/02/2019
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Total Attachments: 7

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Schedule B
INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made by and between by and between McDonough Braungart Design Chemistry, LLC, a Virginia limited liability company with a business address at 700 East Jefferson Street, Charlottesville, VA 22902 ("Assignor"), and Cradle to Cradle Products Innovation Institute, a California public benefit corporation, with a business address at 475 14th Street Suite 290, Oakland, CA 94612 (the "Assignee") as of the 13th day of December, 2018. MBDC and the Institute are referred to collectively herein as the "Parties" or individually as a "Party."

For One Dollar (\$1.00) together with the consideration set forth in the Assignment, License and Consent Agreement between the Parties, dated of even date herewith, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment: Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee all right, title, and interest of Assignor in and to the Certification Assets as defined on Exhibit 1 hereto, together with the goodwill of the business in connection with which the Certification Assets are used, and all registrations and applications therefor and renewals and extensions of the foregoing in any jurisdiction, worldwide, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Certification Assets, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors or assigns, and any other rights, privileges, claims, and causes of action relating or pertaining to the Certification Assets, free and clear of all security interests, mortgages, liens, pledges, conditional sales or lease agreements, charges, claims or encumbrances.

2. Further Assurances. Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office or any other governmental registry; agreed amendments to Exhibit 1 to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Certification Assets; and any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Certification Assets; (b) prosecution or defense of any cancellation, opposition, infringement, or other proceedings that may arise in connection with any of the Certification Assets, including without limitation, testifying as to any facts relating to the Certification Assets and this Agreement; and (c) obtaining any additional protection for the Certification Assets that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any other applicable jurisdiction, in each case at Assignee's cost and expense.

3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Intellectual Property Assignment by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

4. Governing Law and Venue.

- (a) This Agreement will be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction). The Parties agree that venue shall lie in the United States District Courts in the Eastern District of Virginia and each Party consents to the jurisdiction thereof and waives any claim of *forum non conveniens*.
- (b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4(b).

[Signature

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follows]

ASSIGNEE:

CRADLE TO CRADLE PRODUCTS INNOVATION INSTITUTE

By: *Peter Templeton*
Name: PETER TEMPLETON
Title: INTERIM CEO

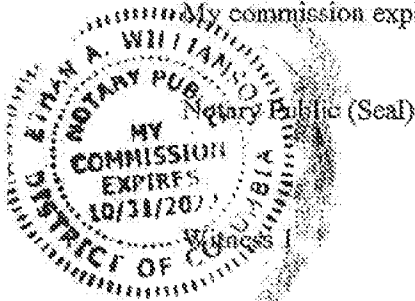
State: DC
City/County of —

I certify that Peter Templeton personally appeared before me this day, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal, this the 19 day of December, 2018.

Ethan Williamson
Official Signature of Notary
Ethan Williamson
Printed Name

My commission expires: 10/31/2022



By: *Carlos Harten*
Name: Carlos Harten

Witness 2

By: *Telissi M. Thompson*
Name: Telissi M. Thompson

IN WITNESS WHEREOF, the undersigned hereby execute this Intellectual Property Assignment the day and year first above written.

ASSIGNOR:

McDonough Braungart Design Chemistry, LLC

By: *William McDonough*
Name: William McDonough
Title: Member, Founder, Manager
State: Virginia
City/County of Albemarle

I certify that William McDonough personally appeared before me this day, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal, this the 12th day of December, 2018.

Marcie A. Siegel
Official Signature of Notary
MARCIE A. SIEGEL
Printed Name

My commission expires: 2/28/2022

Notary Public (Seal)



Witness 1

By: *Carrie Domenic*
Name: Carrie Domenic

Witness 2

By: *Eric Ross*
Name: ERIC ROSS


EXHIBIT 1

to

Intellectual Property Assignment (Schedule B)

I. Trademarks and Certification Marks

All trademarks and certification marks associated with the Certification Program as defined in the Assignment, License and Consent Agreement between the Parties (except the Retained Marks, as defined therein) and all goodwill associated with such trademarks and certification marks, including without limitation each of the following marks, any registrations for these marks including those listed below, and any common law rights in such marks:




Word Marks	Design Marks
C2C Certification Standard Program Certified CradletoCradle Certified Cradle to Cradle Cradle to Cradle Products Innovation Institute C2C Certified Certified C2C Cradle to Cradle Certified C2C Accredited Assessor Cradle to Cradle Accredited Assessor Cradle to Cradle Products Innovation Institute B.V.	

REDACTED

REDACTED

Mark	COUNTRY	Application number	Registration number	INT'L CLASS
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REDACTED

	United States	77085906	4022941	U.S. Cl. A
	United States	77951644	4478362	U.S. Cl. A
	United States	85841869	4544497	U.S. Cl. A
C2C CERTIFIED	United States	87369337 *ITU		U.S. Cl. A
CERTIFIED C2C	United States	87369317 *ITU		U.S. Cl. A
CRADLE TO CRADLE CERTIFIED	United States	77329669	4731697	U.S. Cl. A
CRADLE TO CRADLE PRODUCTS INNOVATION INSTITUTE	United States	85064585	4505578	42