

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM527056

SUBMISSION TYPE: NEW ASSIGNMENT
NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Council of Better Business Bureaus, Inc.		06/01/2019	Non-Profit Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BBB National Programs, Inc.
Street Address:	3033 Wilson Blvd., Suite 600
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22201
Entity Type:	Non-Profit Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

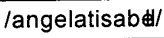
Property Type	Number	Word Mark
Registration Number:	2316361	CARU
Registration Number:	2325927	CHILDREN'S ADVERTISING REVIEW UNIT
Registration Number:	2651799	NATIONAL ADVERTISING REVIEW BOARD
Registration Number:	2654118	NARB
Registration Number:	2344964	NAD
Registration Number:	2340501	NATIONAL ADVERTISING DIVISION
Registration Number:	4808267	ERSP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 703-247-9361
Email: VMcCormick@BBBNP.org
Correspondent Name: Victoria McCormick
Address Line 1: 3033 Wilson Blvd., Suite 600
Address Line 4: Arlington, VIRGINIA 22201

NAME OF SUBMITTER:	Angela T Isabell
SIGNATURE:	/angelatisab#/ 
DATE SIGNED:	06/10/2019

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of June 1, 2019, by and between the COUNCIL OF BETTER BUSINESS BUREAUS, INC., a Delaware nonprofit nonstock corporation ("CBBB" or "Assignor") and BBB NATIONAL PROGRAMS, INC, a Delaware nonprofit nonstock corporation ("BBB NP" or "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and corresponding applications and registrations set forth on Exhibit A attached hereto (collectively, the "Assigned NP Marks"); and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in, to and under the Assigned NP Marks, together with all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee in perpetuity, and Assignee hereby accepts, any and all right, title, and interest, including without limitation any common law and statutory rights, in the United States and throughout the world, in, to and under the Assigned NP Marks, together with all goodwill of Assignor associated with, and symbolized by, the Assigned NP Marks. Assignor also hereby confirms the assignment of that portion of Assignor's ongoing and existing business to which the Assigned NP Marks pertain within the meaning of Section 10(a) of the Lanham Act, 15 U.S.C. § 1060(a), as well as all other ongoing and existing BBB NP Business as defined by the Separation Agreement effective June 1, 2019. As part of such assignment, Assignor assigns, transfers, and conveys to Assignee all applications, registrations, issuances, extensions and renewals of the Assigned NP Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the foregoing assignment had not been made, together with: (i) the right to prosecute, maintain and defend the Assigned NP Marks before any public or private agency, office or registrar, including by filing extensions and all other applications relating to the Assigned NP Marks; (ii) the right, if any, to claim priority based on the filing date of the Assigned NP Marks under the Paris Convention for the Protection of Industrial Property, and all other treaties of like purposes; and (iii) the right to sue and recover damages or other compensation for past, present or future infringement, dilution, unfair competition, or any other claim or cause of action related to the Assigned NP Marks, the right to sue and obtain equitable relief, including injunctive relief, in respect of such claims and causes of action, and the right to fully and entirely stand in the place of Assignor in all related matters.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in each applicable foreign country or multinational authority, to (a) record Assignee as the assignee and owner of the Assigned NP Marks and other rights identified in this Assignment; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon the Assigned NP Marks or other rights identified in this Assignment in the name of Assignee.

3. Miscellaneous.

(a) Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.

(b) Governing Law. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

(c) Counterparts and Facsimile Signatures. This Assignment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Delivery of an executed counterpart of this Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

(d) Amendments. This Assignment shall not be amended except by an instrument in writing signed on behalf of Assignor and Assignee.

(e) Successors and Assigns. This Assignment is executed by, shall be binding upon, and shall inure to the benefit of, Assignor, Assignee and each of their respective successors and assigns for the uses and purposes above set forth.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

COUNCIL OF BETTER BUSINESS BUREAUS, INC.

3033 Wilson Blvd., Suite 600
Arlington, VA 22201

By: Beverly Baskin

Name: Beverly Baskin

Title: Chief Executive Officer

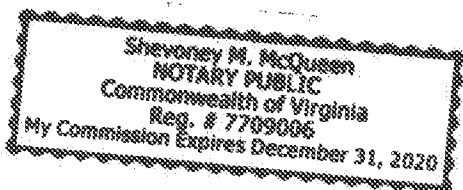
[NOTARY]

City/County of Arlington Commonwealth of
Virginia The foregoing instrument was acknowledged
before me this 21st day of May 2019 by
Beverly Baskin

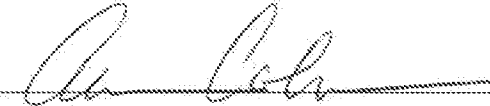
Notary Public Signature: Shenay M. McQueen

Notary Registration number: 7709006

My Commission expires: December 31, 2020



ASSIGNEE:
BBB NATIONAL PROGRAMS, INC
3033 Wilson Blvd., Suite 600
Arlington, VA 22201

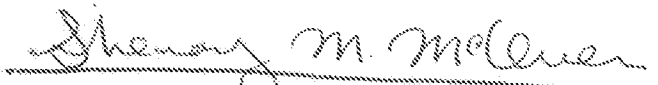
By: 

Name: Alan Cohen

Title: President

[NOTARY]

City/County of Arlington Commonwealth of
Virginia The foregoing instrument was
acknowledged before me this 21st day of May 2019
by Alan Cohen

Notary Public Signature: 
Notary Registration number: 7109006
my commission expires: December 31, 2020

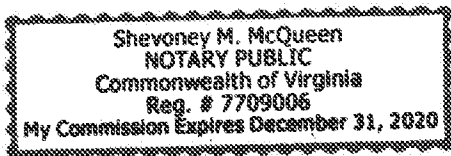


Exhibit A
Assigned NP Marks

Registered Trademarks

United States Registered Trademarks

Trademark	Registration No.
CARU	2316361
CHILDREN'S ADVERTISING REVIEW UNIT	2325927
NATIONAL ADVERTISING REVIEW BOARD	2651799
NARB	2654118
NAD	2344964
NATIONAL ADVERTISING DIVISION	2340501
ERSP	4808267

Unregistered Trademarks

Advertising Self-Regulatory Council/ASRC
Online Interest-Based Advertising Accountability Program/IBA
Children's Confection Advertising Initiative /CCAI
Children's Food and Beverage Advertising Initiative/CFBAI
Coalition for Better Advertising Dispute Resolution/CCADR
Direct Selling Self-Regulatory Council/DSSRC
Electronic Retailing Self-Regulatory Program
National Partner Program