

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sue Gardner		05/10/2019	INDIVIDUAL: CANADA
RECEIVING PARTY DATA			
Name:	NEO Philanthropy, Inc.		
Street Address:	45 West 36th Street, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Non-Profit Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88128644	THE MARKUP	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	212-806-6675		
Email:	tm@stroock.com		
Correspondent Name:	Laura Goldbard George		
Address Line 1:	180 Maiden Lane, 38th Floor		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	006095/0002		
NAME OF SUBMITTER:	Laura Goldbard George		
SIGNATURE:	/laura goldbard george/		
DATE SIGNED:	07/12/2019		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 10, 2019 ("Effective Date"), by and between Sue Gardner, a Canadian citizen residing at 2121 3rd Street, Unit 418, San Francisco California 94107 ("Assignor"), and NEO Philanthropy, Inc., a non-profit corporation organized under the laws of the state of New York, having an address of 45 West 36th Street, 6th Floor, New York, NY 10018 ("Assignee").

WHEREAS, Assignor has filed an intent-to-use trademark application for the mark THE MARKUP with the United States Patent and Trademark Office on September 24, 2018, which was accorded U.S. Application No. 88/128,644 ("Mark");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, any and all right, title and interest that Assignor has with respect to the Mark, including, without limitation (a) any common law rights in the Mark, and (b) any rights that Assignor may have, if any, with respect to (i) any goodwill of the business associated with the Mark, (ii) any income, royalties or payments due or payable to Assignor on account of the Mark, if any, and (iii) any claims for damages by reason of past, present or future infringement, or other unauthorized use, of the Mark, including rights, if any, to sue for, and collect the same.

2. Assignor shall cooperate in all reasonable respects in connection with the prosecution, maintenance and/or enforcement of all rights related to the Mark. Without limiting the foregoing, Assignor further agrees to execute, and assist in filing all reasonably required documents in order to effectuate the assignment of any and all such rights in and to the Mark, including, without limitation, all documentation reasonably requested by the Assignee.

3. Assignor represents and warrants to Assignee that (i) Assignor has not previously transferred any rights or interest in the Mark to any person or entity other than Assignee pursuant to this Assignment, and (ii) Assignor has the full right, power and authority to enter into this Assignment and perform its obligations hereunder; and Assignee acknowledges that it has performed reasonable due diligence and after review and consideration of the circumstances of this Assignment agrees that Assignor has such rights. Assignor consents to the use and registration of the Mark in Assignee's name and will not challenge or otherwise object to Assignee's use, registration or abandonment of the Mark. Assignor agrees not to dispute or challenge, or assist any person or entity in disputing or challenging, Assignee's rights in and to the Mark or the validity of the Mark.

4. Assignor acknowledges that (a) a breach or threatened breach by Assignor of any of its obligations under this Agreement would give rise to irreparable harm to Assignee for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by Assignor of any such obligations occurs, Assignee will, in addition to any and all other rights and remedies that may be available to Assignee at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific

performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy.

5. Assignor makes no representation or warranty as the validity or enforceability of the Mark or this Assignment.

6. This Assignment constitutes the entire agreement between the parties with regard to the subject matter contained herein. This Assignment shall not be modified except in a writing signed by the parties.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to principles governing conflicts of law. Each party hereby submits to the jurisdiction of the state and federal courts located in the State of New York, for any action or proceeding relating to this Assignment, and expressly waives any objection it may have to such jurisdiction or the convenience of such forum.

8. This Assignment may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. Assignor further authorizes the Commissioner of Trademarks whose duty it is to record registrations, applications and title thereto, to record this Assignment and designate title in U.S. Application No. 88/128,644 in Assignee's name in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

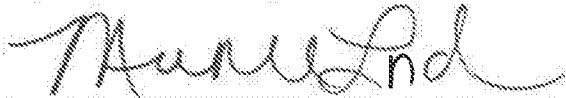
ASSIGNOR:



Name: SUE GARDNER

ASSIGNEE:

NEO PHILANTHROPY, INC.

By: 

Name: Michele Lord

Title: President

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