

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535594

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900505497

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Engine Research Foundation		12/31/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Engine Foundation
Street Address:	44 Tehama Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	92107
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4995745	ENGINE

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: 2024173525
Email: mg@gobergroup.com
Correspondent Name: Karen Blackistone Oaks
Address Line 1: 2308 Mt Vernon Ave
Address Line 2: Ste 762
Address Line 4: Alexandria, VIRGINIA 22301

NAME OF SUBMITTER:	Karen Blackistone Oaks
SIGNATURE:	/092087/
DATE SIGNED:	08/07/2019

Total Attachments: 4

source=Engine Foundation - Intellectual Property Assignment Agreement - Signed.doc#page1.tif
source=Engine Foundation - Intellectual Property Assignment Agreement - Signed.doc#page2.tif
source=Engine Foundation - Intellectual Property Assignment Agreement - Signed.doc#page3.tif
source=Engine Foundation - Intellectual Property Assignment Agreement - Signed.doc#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**IP Assignment**"), effective as of December 31, 2017, is made by Engine Research Foundation ("**Assignor**"), a California corporation, located at 44 Tehama St. San Francisco, CA 92107, in favor of Engine Foundation ("**Assignee**"), a Delaware corporation, located at 44 Tehama St. San Francisco, CA 92107, the purchaser of certain assets of Assignor.

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and agrees to execute and deliver this IP Assignment in respect thereof, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, the parties hereto hereby covenant and agree as follows:

1. Assignment. For Assignee's payment to Assignor of an amount equal to **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)**, on or prior to the date hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor hereby irrevocably sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims, choses, and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and

expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

ENGINE RESEARCH FOUNDATION,
a California corporation

By: Evan Engstrom
Name: Evan Engstrom
Title: Executive Director

Address for Notices:
44 Tehama St.
San Francisco, CA 92107

ASSIGNEE:

AGREED TO AND ACCEPTED:

ENGINE FOUNDATION,
a Delaware corporation

By: Evan Engstrom
Name: Evan Engstrom
Title: President

Address for Notices:
349 5th Avenue
New York, NY 10016

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
ENGINE	United States	4,995,745	July 12, 2016

Trademark Applications

None