

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
President and Fellows of Harvard College		11/15/2017	Non-Profit Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	OPENSCHOLAR, LLC		
Street Address:	438 Marlborough St. #2		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02115		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3939135	OPENSCHOLAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	603-627-8136		
Email:	ipadm@sheehan.com		
Correspondent Name:	Brian D. Thomas		
Address Line 1:	1000 Elm Street		
Address Line 2:	PO Box 3700		
Address Line 4:	Manchester, NEW HAMPSHIRE 03105-3701		
NAME OF SUBMITTER:	Brian D. Thomas		
SIGNATURE:	/Brian D. Thomas/		
DATE SIGNED:	10/17/2019		
Total Attachments: 4			
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CH \$40.00 3939135

Assignment of Trademark

This Assignment of Trademark ("Assignment") is made and entered into by and between PRESIDENT AND FELLOWS OF HARVARD COLLEGE, a Massachusetts nonprofit corporation, having an address at 1350 Massachusetts Avenue, Suite 738, Cambridge, MA 02138 ("Harvard"), and OPENSCHOLAR, LLC, a Delaware limited liability company, having an address at 438 Marlborough St #2, Boston, MA 02115 ("Assignee").

Whereas, Harvard has adopted and is the exclusive owner of all right, title and interest in and to the trademark and all common law rights thereto set forth in Exhibit A ("Mark;"); and

Whereas, Assignee desires to acquire all of Harvard's right, title and interest in and to the Mark, along with the goodwill associated therewith.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Harvard hereby sells, assigns and transfers to Assignee, all right, title and interest in and to the Mark, together with the goodwill symbolized by the Mark, and the registration, and common law uses thereof and all claims, demands and causes for action, both at law and in equity, that Harvard may have, or may hereinafter acquire, on account of any infringement of said trademark and the registration thereof prior to the date hereof, and does hereby empower Assignee, and any successors in interest, to sue for and collect the same, to its and their own and absolute use.

This Assignment is made solely on an "as is" basis, and Assignor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, in connection therewith or otherwise with respect to the Mark, including as to title or non-infringement, all of which are expressly disclaimed.

Harvard hereby agrees to execute any papers and to perform such other proper acts as Assignee may deem reasonably necessary to secure to Assignee, or its successors or assigns, the rights hereby assigned.

Notwithstanding the foregoing, Assignee is granting Harvard a license to use the Mark for the limited purposes provided in Section 2.2(ii) of the Intellectual Property Assignment Agreement entered into as of even date herewith.

This Assignment is conditioned upon Assignee's (i) continued use of the Mark, (ii) compliance with the Use of Harvard Names provisions in Section 9 of the parties' Services Agreement ("Use of Names Restrictions"), and (iii) not engaging in any conduct or activities that will disparage or tarnish the reputation of Harvard or any of its officers, directors, employees or students ("Non-Disparagement Provision"). In the event that Assignee fails to use the Mark in commerce for a period of six (6) months or Assignee breaches the Use of Names Restrictions or the Non-Disparagement Provision, Harvard may provide written notice of such non-use or breach to Assignee, and this Assignment shall become null and void thirty (30) days following said written notice, and all rights to the Mark shall revert to Harvard, unless such non-use or breach is cured during the thirty (30) day cure period. Licensee shall then discontinue use of the Mark and shall not thereafter use, in any manner, or for any purpose, directly or indirectly, the Mark or any mark confusingly similar thereto.

Mark and shall not thereafter use, in any manner, or for any purpose, directly or indirectly, the Mark or any mark confusingly similar thereto.

In Witness Whereof, the parties have caused this instrument to be duly executed as of this 15 day of November, 2017.

**PRESIDENT AND FELLOWS OF HARVARD
COLLEGE**

Name:
Title:

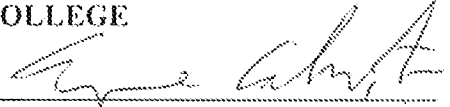
OPENSCHOLAR, LLC

Name:
Title:

[Signature]
CEO

In Witness Whereof, the parties have caused this instrument to be duly executed as of this 15th day of November, 2017.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE


Name: ENRIQUE CALIXTO
Title: EXECUTIVE DIRECTOR
HARVARD TRADEMARK Program

OPENSCHOLAR, LLC

Name:
Title:

Exhibit A

Country	Mark	Reg. No.	Reg. Date	Class
United States	OPENSCHOLAR	3,939,135,	March 29, 2011	009