

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546956

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Purchase Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| March for Science, Inc. | | 09/19/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SocialMovements, LLC | | |
| Street Address: | 6118 Ellsworth Avenue | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75214 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87324906 | MARCH FOR SCIENCE | |
| Serial Number: | 87327756 | MARCH FOR SCIENCE | |
| Serial Number: | 87344489 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2143970033 | | |
| <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> | | | |
| Email: | uspt@polsinelli.com | | |
| Correspondent Name: | Jonathan Blum | | |
| Address Line 1: | 2950 N. Harwood Street, Suite 2100 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 104470-632815 | | |
| NAME OF SUBMITTER: | Jonathan Blum | | |
| SIGNATURE: | /Jonathan Blum/ | | |
| DATE SIGNED: | 10/28/2019 | | |
| Total Attachments: 13 | | | |
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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement ("Agreement"), made and entered into this 19 September, 2019 (the "Effective Date"), is by and between March for Science, Inc., a Delaware non-stock, nonprofit corporation, having offices at 2472 Broadway #207, New York, New York 10025 ("Seller"), and SocialMovements, LLC, a Texas limited liability company, having offices at 6118 Ellsworth Avenue, Dallas, Texas 75214 ("Buyer"). Seller and Buyer are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Seller is owner of the certain intellectual property identified on Exhibit A (collectively, the "Intellectual Property Assets"); and

WHEREAS, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase, accept and assume from Seller, all of Seller's rights, title and interest in and to, together with all of the goodwill associated with, the Intellectual Property Assets and their associated intellectual property, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Assignment**. Upon execution of this Agreement, Seller hereby irrevocably and unconditionally assigns, conveys, and transfers to Buyer, all of its right, title and interest in and to the Intellectual Property Assets, whether at common law, as registered with any governmental agency, or otherwise, on a worldwide basis, and including any and all goodwill and other intellectual property rights associated therewith, free and clear of any mortgage, lien, charge, pledge, security interest, other encumbrance or third party right ("Encumbrances"). All of the rights, privileges, including the benefit of any attorney client privilege or attorney work product privilege, title and interest in and to the Intellectual Property Assets being sold, transferred, assigned and set over to Buyer hereunder include without limitation all income, royalties, damages, right to sue, right to enforce and any and all payments now or hereafter due or payable with respect thereto, and the right to bring any claim, sue, counterclaim, and recover for the past, present and future infringement of the rights assigned hereunder.

2. **Purchase Price**. The purchase price for the Intellectual Property Assets shall be Forty Thousand Dollars (\$40,000.00 USD) (the "Purchase Price"). Buyer shall pay the Purchase Price to Seller on the Effective Date.

3. **Closing Date**. The closing of the purchase and sale of the Intellectual Property Assets shall occur on the date this Agreement is executed by the Parties (the "Closing Date"). The following shall occur at the closing, all of which shall be deemed to occur simultaneously:

3.1 Seller shall deliver to Buyer a duly executed Assignment ("Assignment") substantially in the form attached hereto as Exhibit B to be filed by Buyer with the United States Patent & Trademark Office and comparable foreign governmental offices; and

3.2 Buyer shall deliver to Seller the Purchase Price by wire transfer of immediately available funds to an account specified by Seller.

4. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

4.1 Seller is a non-stock, nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to own and operate the Intellectual Property Assets.

4.2 Seller has full power and authority to enter into this Agreement and the Assignment and to carry out the transactions contemplated hereby and thereby. This Agreement and the Assignment have been duly executed and delivered by the Seller, and constitute legal, valid and binding obligations of Seller, enforceable in accordance with their terms.

4.3 Neither the execution and delivery of this Agreement and the Assignment, nor the performance of the obligations required to be performed, will violate, or be in conflict with any provision of any applicable law binding upon or applicable to the Seller, any of the provisions of the governing documents of the Seller, any third party rights, any agreement or other instrument to which the Seller is a party or by which the Seller is bound or any of the Intellectual Property Assets, give rise to any right of termination, cancellation, increase in obligations, imposition of fees or penalties under, any debt, note, bond, indenture, mortgage, lien, lease, license, instrument, contract, commitment or other agreement, or order, arbitration award, judgment or decree, to which Seller is a party or by which it is bound or to which the Intellectual Property Assets are subject, or result in the creation or imposition of any Encumbrances upon any of the Intellectual Property Assets.

4.4 No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or third party is required in connection with the execution or delivery of this Agreement or the Assignment or the consummation of the transactions contemplated hereby and thereby, except for recordation of suitable Assignment in the U.S. Patent & Trademark Office and comparable foreign trademark offices.

4.5 The Seller has all right, title and interest, and has good and marketable title, in and to the Intellectual Property Assets, free of any Encumbrances. Seller, to the best of its knowledge, is not aware of any obligation or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant with respect to the use of the Intellectual Property Assets or in connection with the licensing of the Intellectual Property Assets to third parties.

4.6 Any predecessor-in-interest to the Intellectual Property Assets, to the best of Seller's knowledge, has not granted any licenses or any other rights under the Intellectual Property Assets.

4.7 To the best of Seller's knowledge, there are no (i) actions, suits, claims, hearings, arbitrations, proceedings (public or private) or governmental investigations against or affecting the Seller, pending or threatened, against or by the Seller (collectively, "Proceedings"),

nor any Proceedings or investigations or reviews by any governmental authority against or affecting the Seller, pending or threatened against or by the Seller, relating to the Intellectual Property Assets or which seek to enjoin or rescind the transactions contemplated by this Agreement or the Assignment; or (ii) existing orders, judgments or decrees of any governmental authority naming the Seller as an affected party in connection with the Intellectual Property Assets.

4.8 To the best of Seller's knowledge, no person or entity is infringing or misappropriating the Intellectual Property Assets. Further, to the best of Seller's knowledge, the Intellectual Property Assets do not infringe or violate the intellectual property rights of any third party.

5. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

5.1 Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of Texas, with full power and authority to own and operate its properties and assets and carry on its business as currently conducted.

5.2 Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary limited liability company actions on the part of Buyer. This Agreement and the Assignment have been duly executed and delivered by the Buyer, and constitute legal, valid and binding obligations of Buyer, enforceable in accordance with their terms.

5.3 Neither the execution and delivery by Buyer of this Agreement or the transaction documents to which it is a party, nor the performance of the obligations required to be performed by it, will constitute breach or default under (a) the corporate governing documents of Buyer, or (b) any agreement, contract, document, lease, license or other obligation to which Buyer is or may be subject.

6. **Indemnity.** All representations and warranties of Seller shall survive the Effective Date. Buyer shall indemnify, defend and hold Seller harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding relating to a breach by Buyer of any of its representations, warranties, covenants or obligations hereunder. Seller shall indemnify, defend and hold Buyer, and its directors, officers, employees and agents harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding relating to: (a) a breach by Seller of any of its representations, warranties, covenants or obligations hereunder, or (b) infringement or misappropriation of any intellectual property rights of any third party by Seller or its agents, subcontractors or representatives.

7. **Further Assurances.** Seller shall execute the Assignment attached as **Exhibit B** and consents to Buyer's recording of such assignment with the United States Patent and Trademark Office and any other comparable foreign governmental agency as required. Seller

agrees that it shall promptly, on or following the date hereof, at the request of Buyer and at the expense of Seller, execute and deliver to Buyer all documents, instruments, assignments, affidavits and other papers, and take all other actions deemed reasonably necessary or advisable to permit Buyer to effectuate the assignment described herein.

8. **Remedies.** The Parties acknowledge and agree that a breach of this Agreement will cause Buyer irreparable injury and damage that cannot be adequately compensated by monetary damages alone. The Parties, therefore, expressly agree that Buyer shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement, or any part thereof by Seller, and to secure its enforcement, in addition to the collection of Buyer's attorneys' fees and costs, any other remedy to which Buyer might be entitled. The Parties expressly waive the posting of any bond or surety required prior to the issuance of an injunction hereunder. However, in the event that the court refuses to honor the waiver of bond hereunder, the Parties hereby expressly agree to a bond in the amount of One Hundred Dollars (\$100). Any and all remedies for the breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

9. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

10. **Notice.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered (a) personally, (b) by facsimile transmission, (c) by overnight courier or (d) by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice);

If to the Buyer at:
SocialMovements, LLC
ATTN: Matthew Tranchin
6118 Ellsworth Avenue
Dallas, Texas 75214

If to Seller at:
March for Science, Inc.
ATTN: Valorie Aquino
5931 Jefferson St. NE, Suite B
Albuquerque, NM 87109

Notice shall be deemed received in the case of (a) personal delivery, upon delivery, (b) international courier (signature required), two business days following shipment, and (c) international registered or certified mail, seven business days following post date. Either Party may change the notice address by providing notice containing the changed notice information to the other Party.

11. **Entire Agreement.** This Agreement (including the Exhibits) and the Assignment constitute the entire agreement of the Parties and supersedes all other prior or contemporaneous agreements and understandings, both written and oral, among or between the Parties with respect to the subject matter hereof. The provisions of this Agreement shall be binding upon the Seller and its heirs, beneficiaries and personal representatives, and shall inure to the benefit of, and be enforceable by the Buyer and its successors or assigns. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Amendment.** This Agreement shall not be amended or altered without the prior written consent of the Seller and the Buyer.

13. **No Third Party Beneficiaries.** This Agreement is for the exclusive benefit of the Parties and is not intended to confer upon any other person any rights or remedies hereunder.

14. **Governing Law; Forum.** This Agreement, its performance and interpretation shall be governed by the substantive law of Delaware, exclusive of its choice of law rules. The state and federal courts located in Dallas, Texas shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to this Agreement.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or electronic transmission, shall be treated in all manner and respects as an original Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense

16. **Headings.** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

MARCH FOR SCIENCE, INC.

By: Valerie Bruno
Name: VALERIE BRUNO
Title: BOARD MEMBER

BUYER:

SOCIALMOVEMENTS, LLC

By: Michael Skolnik
Name: MICHAEL SKOLNIK
Title: CO-PRESIDENT

EXHIBIT A

Action Network subscription lists

Email/contact lists: Phone2Action, donor campaigns, satellite leads, partnerships, various initiatives

All merchandising designs created for and by March for Science, Inc. (e.g., "There is no planet B" design).

Website and domains:

- Marchforscience.org
- sci-speak.org
- marchforscienceshop.com
- scienceteens.org
- studentsforscience.org

Other digital property: twitter, instagram, YouTube, Medium, etc.

Trademark:

| Trademark | Status/Status Date | Full Goods/Services | Ser./Reg./App. No. or Common Law |
|-------------------|-----------------------------|---|----------------------------------|
| March for Science | Registered: March 27, 2018 | IC 016. US 002 005 022 023 029 037 038 050. G & S: Stickers. FIRST USE: 20170411. FIRST USE IN COMMERCE: 20170411 IC 018. US 001 002 003 022 041. G & S: Tote bags. FIRST USE: 20171200. FIRST USE IN COMMERCE: 20171200 IC 025. US 022 039. G & S: Sweatshirts; T-shirts. FIRST USE: 20170200. FIRST USE IN COMMERCE: 20170200 IC 026. US 037 039 040 042 050. G & S: Buttons. FIRST USE: 20170401. FIRST USE IN COMMERCE: 20170401 | SN 87327756 Reg. 5434507 |
| March for Science | Registered: October 2, 2018 | IC 035. US 100 101 102. G & S: Charitable fundraising. FIRST USE: 20170130. | SN 87324906 Reg. 5572935 |

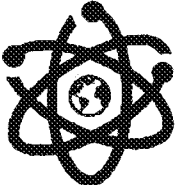
| Trademark | Status/Status Date | Full Goods/Services | Ser./Reg./App. No. or Common Law |
|---|--------------------------------|--|----------------------------------|
| | | FIRST USE IN COMMERCE: 20170130 | |
|  | Registered: August 29, 2017 | IC 035. US 100 101 102. G & IC 036. US 100 101 102. G & S: Charitable fundraising. FIRST USE: 20170201. FIRST USE IN COMMERCE: 20170201 | SN 87344489 Reg. 5276472 |

EXHIBIT B

FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT

This Intellectual Property Assignment (this "Intellectual Property Assignment") is made and entered into as of 19 September, 2019 (the "Effective Date"), by and between March for Science, Inc., a Delaware non-stock, nonprofit corporation, having offices at 2472 Broadway #207, New York, NY 10025 ("Assignor"), and SocialMovements, LLC, a Texas limited liability company, having offices at 6118 Ellsworth Avenue, Dallas, Texas 75214 ("Assignee"), pursuant to that certain Intellectual Property Purchase Agreement, dated and effective as of the Effective Date (the "Purchase Agreement"), among, *inter alia*, Assignor and Assignee (all capitalized terms used but not otherwise defined in this Intellectual Property Assignment shall have the meaning ascribed to such term in the Purchase Agreement). For purposes of this Intellectual Property Assignment, Assignor and Assignee shall sometimes be collectively referred to herein as, the "Parties," or each individually, a "Party."

RECITALS

- A. Assignor and Assignee entered into the Purchase Agreement;
- B. Assignor has all right, title and interest in certain Intellectual Property Assets (as defined below); and
- C. Pursuant to the Purchase Agreement, Assignor shall execute and deliver this Intellectual Property Assignment, which shall be subsequently recorded with the United States Patent and Trademark Office ("USPTO") and such other corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing preambles, which are incorporated with and made a part of this Intellectual Property Assignment, and in further consideration of the respective representations, warranties, covenants, agreements and conditions contained herein, the Parties, intending to be legally bound, agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest of every kind and character in and to all intellectual property and other rights set forth on Exhibit A attached hereto, and by this reference, fully incorporated herein, together with all rights to, and all applications, reissues, extensions, divisions, continuations, continuations-in-part, reexaminations, substitutions, registrations, renewals, licenses, and franchises for, any of the foregoing, in any form or media, and including all goodwill associated therewith or appurtenant thereto and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, 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 in Assignee's own name (collectively, "Intellectual Property Assets").

2. **Recordation and Further Action.** Assignor authorizes the Office of the Commissioner for Trademarks in the USPTO and the officials of such other corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon the request by Assignee. Following the Effective Date, upon Assignee's reasonable written 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, power of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

3. **Successors and Assigns.** This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

4. **Validity.** If any provision of this Intellectual Property Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Intellectual Property Assignment shall otherwise remain in full force and effect and enforceable.

5. **Integration.** Any amendment and supplement of this Intellectual Property Assignment shall come into force only after a written agreement is signed by each Party. The amendment and supplement duly executed by each Party shall be part of this Intellectual Property Assignment and shall have the same legal effect as this Intellectual Property Assignment.

6. **Counterparts.** This Intellectual Property Assignment may be executed simultaneously via facsimile, other electronic transmission (including as an attachment to an electronic mail message in "pdf" or similar format), or otherwise in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other.

[Signature pages follow]

Assignor:

MARCH FOR SCIENCE, INC.

By: Valorie Aquino
Name: VALORIE AQUINO
Title: BOARD OF DIRECTORS

STATE OF New York
COUNTY OF New York

On this 19th day of 09, 2019, the above named individual, to me known to be the person described in and who executed the foregoing instrument, personally appeared before me and acknowledged that he or she executed the same as his or her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


[Signature]
Notary Public

My Commission Expires:
February, 25th 2023

Akash Purohit
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 6196676833
Qualified in Queens County
Commission Expires February 25, 2023

Assignee:

SOCIALMOVEMENTS, LLC

By: 
Name: Michael Skowick
Title: President

STATE OF New York

COUNTY OF Kings

On this 10 day of Sept, 2019, the above named individual, to me known to be the person described in and who executed the foregoing instrument, personally appeared before me and acknowledged that he or she executed the same as his or her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

MEDINA ELVIRA

Notary Public, State of New York

No. 01ME6370740

Qualified in Kings County

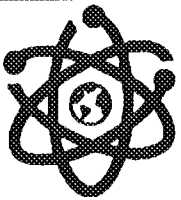
Commission Expires February 5, 2022

My Commission Expires:

02-05-2022

EXHIBIT A

Intellectual Property Assets

| Trademark | Status/Status Date | Full Goods/Services | Ser./Reg./App. No. or Common Law |
|---|-----------------------------|---|---|
| March for Science | Registered: March 27, 2018 | IC 016. US 002 005 022 023 029 037 038 050. G & S: Stickers. FIRST USE: 20170411. FIRST USE IN COMMERCE: 20170411 IC 018. US 001 002 003 022 041. G & S: Tote bags. FIRST USE: 20171200. FIRST USE IN COMMERCE: 20171200 IC 025. US 022 039. G & S: Sweatshirts; T-shirts. FIRST USE: 20170200. FIRST USE IN COMMERCE: 20170200 IC 026. US 037 039 040 042 050. G & S: Buttons. FIRST USE: 20170401. FIRST USE IN COMMERCE: 20170401 | SN 87327756 Reg. 5434507 |
| March for Science | Registered: October 2, 2018 | IC 035. US 100 101 102. G & S: Charitable fundraising. FIRST USE: 20170130. FIRST USE IN COMMERCE: 20170130 | SN 87324906 Reg. 5572935 |
|  | Registered: August 29, 2017 | IC 035. US 100 101 102. G & S: Charitable fundraising. FIRST USE: 20170201. FIRST USE IN COMMERCE: 20170201 | SN 87344489 Reg. 5276472 |