

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603728

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900568611		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resonance House, LLC		01/06/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Community Initiatives		
Street Address:	1000 Broadway		
Internal Address:	Suite 480		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94607		
Entity Type:	Non-Profit Public Benefit Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5837239	DIGGING DEEP	
Serial Number:	87808512	SHADOW'S EDGE	
CORRESPONDENCE DATA			
Fax Number:	7075241906		
<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:	707 524 1900		
Email:	dranit@smlaw.com		
Correspondent Name:	Warren L. Dranit		
Address Line 1:	90 South E Street		
Address Line 2:	Suite 200		
Address Line 4:	Santa Rosa, CALIFORNIA 95404		
ATTORNEY DOCKET NUMBER:	11657		
NAME OF SUBMITTER:	Warren L. Dranit		
SIGNATURE:	/wld/		
DATE SIGNED:	10/19/2020		
Total Attachments: 6			

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PROGRAM TRANSFER AGREEMENT

This PROGRAM TRANSFER AGREEMENT (this “*Agreement*”), effective as of January 6, 2020 (the “*Effective Date*”), is made by and among RESONANCE HOUSE, LLC, a California limited liability company (“*Transferor*”) and COMMUNITY INITIATIVES, a California non-profit public benefit corporation (“*Transferee*”).

RECITALS

WHEREAS, Transferor is a single-member limited liability company whose sole member is SILICON VALLEY COMMUNITY FOUNDATION;

WHEREAS, Transferor conducts a program that creates and distributes media, games and other tools that empower young patients to take an active role in their emotional health (the “*Program*”);

WHEREAS Transferor desires to transfer and assign the Program and all related assets to Transferee and Transferee desires to take over operation of the Program as a new internal project, subject to the terms and conditions set out below;

NOW, THEREFORE, in consideration of the Recitals and 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 that:

1. Program Assets Transfer. Subject to the terms and conditions set forth in this Agreement, on the Effective Date, Transferor shall transfer and assign to Transferee, and Transferee shall acquire and assume from Transferor, all of Transferor’s rights, title, and interest in and to all its assets (collectively, the “*Program Assets*”). Beginning on the later of the Effective Date or the actual transfer date, (a) all Program Assets, and income realized or earned but not realized in connection with such assets, shall be owned, held, and maintained under Transferee’s operation, name, and sole cost, and (b) all management activities related to each Program Asset are delegated to, and assumed by, Transferee. Transferee shall treat all Program Assets as restricted for the purposes of the Program. The Program Assets include, without limitation:

(a) All rights, title, and interest in the tangible and intangible assets listed on Exhibit A, including copyrights in such assets and any and all rights to distribution, public presentation or performance, translation, remaking or other adaptation, and import and export of said tangible Program Assets to the extent any such rights are owned by Transferor as of the Effective Date;

(b) All databases, records, files, work in progress associated with the Program, and all right title and interest of Transferor in trademarks, service marks, and trade names associated with the Program;

(c) Transferor's rights and obligations under the contracts listed on Exhibit B (the "*Assumed Contracts*"), and all claims and rights of any nature whatsoever arising out of the Assumed Contracts, on or after the Effective Date; and

(d) All rights, title and interest to Transferor's going concern value and goodwill associated with the operation of the Program.

2. Holdback Amount. Notwithstanding anything in this Agreement to the contrary, Transferor shall hold back the cash balance of approximately \$ [REDACTED] to be transferred (the "*Holdback Amount*") for a period of not more than thirty (30) calendar days after the Effective Date for the purpose of settling any liabilities and obligations that are incurred by Transferor after the Effective Date. Any Holdback Amount remaining after satisfaction of such liabilities or as of thirty (30) calendar days after the Effective Date, whichever is sooner, shall be transferred to Transferee.

3. Liabilities.

(a) Excluded Liabilities. Transferee shall not assume, shall not take subject to, and shall not be liable for any claim, lawsuit, liability, obligation or debt of any kind or nature whatsoever (collectively, "*Liability*") of Transferor, including without limitation, any tort or breach of contract claim asserted by any employee or any other person that is based on acts or omissions or events occurring prior to the Effective Date and relating directly or indirectly to the Program.

(b) Assumed Liabilities. The foregoing provision of this Section 3 notwithstanding, Transferee shall perform, pay, and discharge any Liability (i) related to, arising from or associated with any Program Asset, provided that such Liability arises out of or is based upon any event, act, or transaction occurring on or after the Effective Date; and (ii) attributable to any period prior to the Effective Date that arises out of any contract for ordinary course operational accounts payable accrued prior to the Effective Date and is not otherwise paid by Transferor, including out of the Holdback Amount.

4. Representations and Warranties. Transferee represents and warrants that, as of the Effective Date, it is recognized by the Internal Revenue Service as being described in Section 501(c)(3) of the Internal Revenue Code (the "*Code*") and is classified as other than a private foundation under Section 509(a) of the Code. Transferor makes no representations and disclaims any and all warranties, both express and implied, with respect to the Program Assets. The transfer of Program Assets is as-is, where-is.

5. Indemnification.

(a) By Transferor. Transferor hereby agrees to indemnify, defend and hold harmless Transferee and to reimburse Transferee for, any and all obligations and claims of any kind, including, without limitation, reasonable attorneys' fees and other legal costs and expenses that Transferee may at any time suffer or incur, or become subject to, as a result of or in connection with (i) any claims by third parties against Transferee relating to any liability or obligation of any kind of Transferor; and (ii) any tax liabilities or penalties imposed upon

Transferee arising from the operation of Transferor or the use of the assets being transferred before the Effective Date.

(b) By Transferee. Transferee hereby agrees to indemnify, defend, and hold harmless Transferor from and to reimburse Transferor for any and all obligations and claims of any kind, including, without limitation, reasonable attorneys' fees and other legal costs and expenses that Transferor may at any time suffer or incur, or become subject to, as a result of or in connection with: (i) any claims by third parties against Transferor relating to any liability or obligation of any kind of Transferee after the Effective Date; and (ii) any tax liabilities or penalties imposed upon Transferor arising from this transaction or the use of the transferred assets on and after the Effective Date.

6. Additional Instruments. At any time and after the Effective Date, at either party's request and without further consideration, Transferor or Transferee, as the case may be, shall execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation and take such other action as Transferor or Transferee may reasonably deem necessary or desirable in order to more effectively transfer, convey, assign and assume to Transferee, and to confirm Transferee's title to and interest in, and obligations with respect to, the Assets and the consummation of the transactions contemplated herein.

7. Miscellaneous. This Agreement constitutes the final and entire agreement between the parties pertaining to the transfer of the Program Assets to Transferee and supersedes all prior and contemporaneous agreements and negotiations of the parties. No amendment, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. This Agreement and each party's respective rights hereunder may not be assigned or delegated at any time without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of California, without reference to the conflict of laws principles thereof.

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EXHIBIT A
Program Assets

- Silicon Valley Community Foundation account: Resonance House Fund (5067) -- Balance as of 12/12/19 \$ [REDACTED]
- Federal registration of DIGGING DEEP -- USPTO Registration number 5837239
- Pending federal registration of SHADOW'S EDGE -- USPTO Serial number 87808512
- Website, registered domain name and all website content including visual media at diggingdeep.org and shadowsedge.com
- All resources, materials and creative content developed and held by Resonance House LLC
- Social media accounts and all content on Twitter, Instagram, Facebook, Pinterest, and YouTube developed and held by Resonance House LLC

EXHIBIT B
Assumed Contracts

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]