

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Institute For Foreign Study, Inc.		12/27/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Institute For Foreign Study Foundation, Inc.		
<b>Street Address:</b>	1 High Ridge Park		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06905		
<b>Entity Type:</b>	Non-Profit Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2906619	SIG SUMMER INSTITUTE FOR THE GIFTED	
<b>Registration Number:</b>	6089103	SIG SUMMER INSTITUTE FOR THE GIFTED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<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>			
<b>Phone:</b>	6098963600		
<b>Email:</b>	IPDocket@foxrothschild.com		
<b>Correspondent Name:</b>	Fox Rothschild LLP		
<b>Address Line 1:</b>	997 Lenox Drive		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311		
<b>ATTORNEY DOCKET NUMBER:</b>	136248.00001		
<b>NAME OF SUBMITTER:</b>	Carol Donahue		
<b>SIGNATURE:</b>	/Carol Donahue/		
<b>DATE SIGNED:</b>	12/29/2020		
<b>Total Attachments: 5</b>			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of December 28, 2020, is entered into by and between American Institute For Foreign Study, Inc., a Delaware Corporation ("Assignor"), and American Institute For Foreign Study Foundation, Inc., a Connecticut not-for-profit corporation ("Assignee").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark(s) as set forth but not limited to those listed in the attached Schedule A (the "Trademarks"), together with the good will of the portion of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby, that portion of Assignor's business to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for, collect, and retain the proceeds relating thereto for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

4. Recordation. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Trademarks, to record this Trademark Assignment. Assignor hereby further requests the Commissioner and his or her non-U.S. counterparts to issue any and all trademark registrations resulting from applications among the Trademarks or derived therefrom to the Assignee as assignee of the entire interest therein.

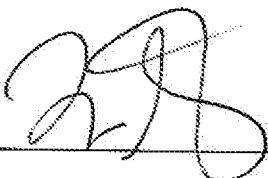
5. Cooperation. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks or which may be necessary to obtain, renew, issue or enforce the Trademarks. Upon reasonable request by Assignee (or its successors, assigns or nominees), Assignor and its legal representatives and assigns do hereby covenant that Assignor will communicate to Assignee (or to its successors, assigns or nominees) all known facts respecting the Trademarks, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title and interest in and to the Trademarks, to obtain and enforce proper protection for the Trademarks in any and all countries, and record or memorialize the assignment of the Trademarks set forth herein or to otherwise effect the terms of this Trademark Assignment in a manner reasonably necessary to convey title thereto. Assignor has not and will not otherwise delete, transfer, or reserve registration of the Trademarks.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the last date written above.

AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.

AMERICAN INSTITUTE FOR FOREIGN STUDY FOUNDATION, INC.

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: William Gertz

Name: Melanie French

Title: President & CEO

Title: Executive Director

Date: 12/27/2020

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the last date written above.

AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.


AMERICAN INSTITUTE FOR FOREIGN STUDY FOUNDATION, INC.

By: \_\_\_\_\_

Name: William Gertz

Title: President & CEO

Date: \_\_\_\_\_

By:  \_\_\_\_\_


Name: Melanie French

Title: Executive Director



Date: 12/29/2020 \_\_\_\_\_

**Schedule A – Trademarks**

1. Registered Trademarks:

<u>MARK</u>	<u>JURISDICTION</u>	<u>APP. / REG. NO.</u>	<u>FILING / REG. DATE</u>
	USPTO	SN: 78318287 RN: 2906619	Filed 10/24/2003 Reg. 11/30/2004
SIG SUMMER INSTITUTE FOR THE GIFTED	USPTO	SN: 88593635 RN: 6089103	Filed 8/26/2019 Reg. 6/30/2020

2. Unregistered Trademarks:

- a. 
- b. 
- c. Summer Institute for the Gifted
- d. SIG