

3/1/21



MAR 01 2021

To the Director of the U. S. Patent and Trademark Office and to the appropriate documents or the new address(es) below.

**1. Name of conveying party(ies):**

Cynthia L. Simon and William E. Simon, Jr., as the Trustees of the Cynthia L. & William E. Simon, Jr. Foundation

- Individual(s)                       Association
- Partnership                               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 30, 2020

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Street Address: 1111 FRANKLIN STREET, 8TH FLOOR

City: OAKLAND

State: CALIFORNIA

Country: USA                              Zip: 94607

- Individual(s)    Citizenship \_\_\_\_\_
- Association    Citizenship \_\_\_\_\_
- Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship CALIFORNIA
- Other                      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

B. Trademark Registration No.(s)

2463431

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SOUND BODY SOUND MIND

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: ANGUS MACDONALD

Internal Address: OFFICE OF THE GENERAL COUNSEL  
UNIVERSITY OF CALIFORNIA

Street Address: 1111 FRANKLIN STREET, 8TH FLOOR

City: OAKLAND

State: CALIFORNIA                      Zip: 94607

Phone Number: (510) 987-9737

Docket Number: \_\_\_\_\_

Email Address: Angus.MacDonald@ucop.edu

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**    \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**                              /Angus MacDonald/

December 9, 2020

Signature

Date

Angus MacDonald

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of November 30, 2020 by Cynthia L. Simon and William E. Simon, Jr., as the Trustees of the Cynthia L. & William E. Simon, Jr. Foundation (collectively "Assignors"), to The Regents of the University of California, a California corporation, having an address of 1111 Franklin St., 8<sup>th</sup> Floor, Oakland, California 94607 ("Assignee").

### RECITALS

- A. WHEREAS, Assignors have adopted and used the trademark **SOUND MIND SOUND BODY** since as early as 1999 (the "Trademark"). For the avoidance of any doubt, Trademark means the trademarks, trade names, service marks, brand names, logos, trade dress, and marks, whether registered or unregistered, specified herein, together with any and all applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same;
- B. WHEREAS Assignors are the sole and exclusive owners of the entire right, title and interest in, to and under United States trademark registration number 2,463,431 (the "Trademark Registration"), as well as any and all related common law trademark rights therefor;
- C. WHEREAS, the Trademark Registration specifically covers "educational services, namely providing incentives to high school students to demonstrate excellence in the field of physical fitness" in International Class 041;
- D. WHEREAS, Assignee desires to acquire Assignors' entire right, title, and interest in and to the Trademark and all of the associated goodwill; and
- E. WHEREAS, Assignors hereby acknowledge and agree that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignors' right, title, and interest in and to the Trademark, including all associated goodwill.

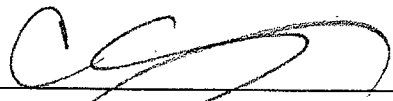
### ASSIGNMENT

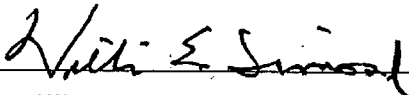
1. Assignment. Assignors hereby irrevocably and unconditionally convey, transfer, and assign to Assignee all of Assignors' right, title, and interest in and to the Trademark and the goodwill and all rights associated therewith, and all other corresponding rights, whether registered or unregistered, that are or may be secured under the laws of the United States and any other jurisdiction. Assignors and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
2. Recordation. Assignors authorize the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark and to issue all existing registrations for the Trademark in the name of Assignee. Assignors shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to

evidence and effectuate the transactions contemplated herein.

3. Rights Conveyed. As of the Effective Date of this Assignment, Assignee shall have the exclusive right to take such action, or no action, as it deems advisable with respect to the protection or maintenance of its rights in and to the Trademark, and shall be entitled to all income, royalties, and damages hereafter due or payable to Assignors with respect to the Trademark, including without limitation, damages, and payments for past, present or future infringements and misappropriations of the Trademark. Assignors shall fully cooperate with the Assignee in connection therewith and agree not to challenge, object to, or intentionally act in a manner that adversely affects Assignee's rights in the Trademark.

**CYNTHIA L. SIMON AND WILLIAM E. SIMON, JR. AS TRUSTEES OF THE  
CYNTHIA L. & WILLIAM E. SIMON, JR. FOUNDATION**

By:   
Name: Cynthia L. Simon  
Date: 11-30-20

By:   
Name: William E. Simon, Jr.  
Date: 11-30-20