

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NumFOCUS, Inc.		04/04/2018	Non-Profit Corporation: TEXAS
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 Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4839610	SOFTWARE CARPENTRY	
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		
NAME OF SUBMITTER:	Warren L. Dranit		
SIGNATURE:	/wld/		
DATE SIGNED:	05/05/2021		
Total Attachments: 8			
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**FISCAL SPONSORSHIP TRANSFER AGREEMENT
DATA CARPENTRY**

This Fiscal Sponsorship Transfer Agreement (the "Agreement") is entered into effective March 29, 2018 (the "Effective Date"), by and among NumFOCUS, Inc. ("Old Sponsor"), Community Initiatives ("New Sponsor"), and the Data Carpentry Steering Committee (the "Data Committee"). Old Sponsor is a Texas nonprofit corporation located in Austin, Texas. New Sponsor is a California nonprofit public benefit corporation located in San Francisco, California. Both Old Sponsor and New Sponsor are qualified as exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code ("IRC") and as public charities under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). The Data Committee is an unincorporated nonprofit association established pursuant to the current fiscal sponsorship agreement with Old Sponsor establishing the project described further below.

RECITALS

A. Old Sponsor has established a restricted fund to receive donations of cash and other property designated for support of the project known as Data Carpentry (the "Data Project"), to hold such assets in charitable trust for the purposes of the Data Project, and to make disbursements in furtherance of the Data Project's mission. The Data Committee and other governing structures of the Data Project have managed the Project subject to the ultimate direction of Old Sponsor's Board of Directors.

B. Old Sponsor desires to terminate its ownership, operation, and fiscal sponsorship of the Data Project and to transfer all assets and liabilities of the Data Project to New Sponsor. New Sponsor desires to act as the fiscal sponsor of a newly expanded project called "The Carpentries" (the "New Project") of which the Data Project will be a part, by receiving assets and incurring liabilities identified for the purposes of the New Project, pursuant to the terms of a new fiscal sponsorship agreement entered into by New Sponsor and representatives of the New Project.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Timing of Transfer. The parties desire that the transfer of the Data Project to New Sponsor shall occur to the extent possible effective March 29, 2018 (the "Transfer Date").

2. Cash Balance. On the Transfer Date, Old Sponsor shall grant to New Sponsor, and New Sponsor shall accept, all right, title, and interest in the restricted funds established for the Data Project on Old Sponsor's books of account, consisting of the cash balances in those funds as of the Transfer Date. Exhibit 1 sets forth the cash balances of the Data Project as of the Effective Date, and any further anticipated transfers to or from those balances through the Transfer Date. Old Sponsor shall provide an updated Exhibit 1 to the Data Committee on or before the

Transfer Date, setting forth any further changes to the cash balances and the final cash balances being transferred.

3. Other Assets. On the Transfer Date, Old Sponsor shall grant to New Sponsor, and New Sponsor shall accept, all right, title, and interest in all other assets related to the Data Project then held by Old Sponsor, tangible or intangible, including but not limited to bank accounts, equipment and furniture, materials and supplies, inventory, outstanding statements of intention to contribute and pledges (if any), grants and accounts receivable, deposits, credit balances, mailing lists, domain names, website content, trademarks, copyrights, and goodwill, including, but not limited to, those assets (including an inventory of intellectual property) set forth on Exhibit 2 attached to this Agreement. To the extent that after the Transfer Date Old Sponsor receives a payment for a receivable that is transferring to New Sponsor on Transfer Date, Old Sponsor shall send the payment to New Sponsor for the New Project, with information on the nature of the payment, no less frequently than twice a month.

4. Liabilities. Except pursuant to this Section 4, on the Transfer Date, Old Sponsor shall assign to New Sponsor, and New Sponsor shall assume full and complete responsibility for all known liabilities to third parties incurred by Old Sponsor in connection with the operation of the Data Project and including but not limited to those liabilities set forth on Exhibit 3, which Exhibit 3 shall be updated with current information as of the Transfer Date, including accounts payable and claims known to Old Sponsor on the Transfer Date. New Sponsor shall not on the Transfer Date assume or agree to perform, pay or discharge, and the Old Sponsor shall remain unconditionally liable for (i) any liabilities that are the responsibility of Old Sponsor (versus being able to be deducted from the restricted fund) under the previous fiscal sponsorship agreement between Old Sponsor and the Data Project; (ii) any claim for (a) overtime pay, (b) wages or salary for any period, (c) any material amount of vacation time off or pay in lieu of vacation time off, (d) any violation of any statute, ordinance or regulation relating to minimum wages or maximum hours of work, (e) any other claim under or arising out of any statute, ordinance, regulation, relating to discrimination in employment or employment practices, and (f) any other claim arising under any applicable law that relates to the claimant's employment or claim that he or she should have been treated as an employee, (the claims listed in this subsection 4(ii), are hereinafter referred to as "Employment Status Claims"); (iii) any liabilities for county, state or federal taxes arising on or prior to the Transfer Date; and (iv) any contingent or unknown liabilities of whatever kind and nature prior to the Transfer Date. Following the Transfer Date, Old Sponsor shall provide to New Sponsor no less frequently than twice a month any invoices received by Old Sponsor for the Data Project that are covered by Exhibit 3, so that New Sponsor can process and pay the invoices in a timely manner.

For the avoidance of doubt, to the extent permitted by applicable law, all liabilities for claims other than Employment Status Claims relating to or arising out of (i) decisions regarding hiring, continuing the engagement of, or terminating any individual with the Data Project, (ii) the amount of compensation paid to any individual on the staff of the Data Project and (iii) supervisory, management and compliance decisions made with respect to the staff of the Data

Project shall be paid out of the restricted funds set aside for the Data Project (the claims listed in this paragraph are hereinafter referred to as "Supervisory Claims").

5. Leases and Contracts.

a. In General. On the Transfer Date, Old Sponsor shall assign to New Sponsor, and New Sponsor shall succeed to, all the contractual rights and obligations of Old Sponsor in connection with the operation of the Data Project, including but not limited to leases of any real or personal property, maintenance or service contracts, fundraising agreements, grant agreements, grant awards and grants in progress. The parties shall each take any and all actions necessary to effect and expedite such transfer, including but not limited to obtaining any required consents from, or providing notices to, other parties to such contracts.

b. Further Leases or Contracts. Any additional leases or contracts to be transferred as of the Transfer Date are listed on Exhibit 4.

6. Staff. The Data Project has no current staff and therefore no staff is being transferred pursuant to the Agreement.

7. Disbanding of the Committee. The Data Committee shall disband upon completion of the transfer of the Data Project to New Sponsor.

8. Indemnification. New Sponsor shall indemnify, defend, and hold harmless Old Sponsor, its officers, directors, employees, and agents, from and against any and all Supervisory Claims, but only in amounts not to exceed restricted funds set aside for Software Project, and any and all other demands, claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) suffered or incurred by such persons directly or indirectly in connection with or arising out of New Sponsor's operation of the Data Project, or its title to, or its ownership, operation, use, possession, or subsequent transfer, of any of the assets or liabilities that are the subject of this Agreement. Old Sponsor shall indemnify, defend, and hold harmless New Sponsor, its officers, directors, employees, and agents, from and against any and all Employment Status Claims and any and all other demands, claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) suffered or incurred by such persons directly or indirectly in connection with or arising out of Old Sponsor's operation of the Data Project, or its title to, or ownership, operation, use, possession, or transfer (including the transfers contemplated by this Agreement) of, any of the assets or liabilities that are the subject of this Agreement, except for such known liabilities as have been transferred to New Sponsor by operation of Section 3, above.

9. Miscellaneous. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable,

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and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. For the purpose of any action or proceeding arising out of or relating to this Agreement, each party to this Agreement irrevocably (a) submits to the exclusive jurisdiction of the state courts of California and to the jurisdiction of the United States District Court for the District of Northern California and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any California state or federal court sitting in the County of San Francisco, California. Time is of the essence of this Agreement and of each and every provision hereof. The failure of any party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

10. Further Assurances. After the Transfer Date, Old Sponsor shall cooperate with New Sponsor in taking any and all such other and further actions as New Sponsor may reasonably request to effect, record, or evidence the transfers contemplated by this Agreement and to fully implement its intent, including but not limited to using best efforts to obtain any third-party consent to the assignment of contracts; assisting New Sponsor in connection with any actions or disputes relating to title to, ownership of, and other rights in, any assets transferred under this Agreement; and assisting in the collection of any accounts receivable outstanding on the Transfer Date.

11. Entire Agreement; Counterparts. Aside from the new fiscal sponsorship agreement established at New Sponsor for the New Project, this Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement, except that after the disbanding of the Committees pursuant to Section 7 above, this Agreement may be amended or modified in a writing signed only by Old Sponsor and New Sponsor. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Transfer Agreement as of the Effective Date.

NumFOCUS, Inc.

By: Andy Terrel Dated: April 4, 2018
Print Name: Andy R. Terrel
Its: President, NumFOCUS, Inc.

Community Initiatives

By: _____ Dated: _____
Print Name: _____
Its: _____

Data Carpentry Steering Committee

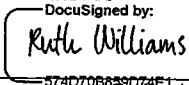
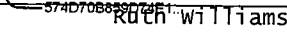
By: _____ Dated: _____
Print Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Transfer Agreement as of the Effective Date.

NumFOCUS, Inc.

By: _____ Dated: _____
Print Name: _____
Its: _____

Community Initiatives

By:  _____ Dated: 4/5/2018
Print Name:  _____
Its: CEO Community Initiatives

Data Carpentry Steering Committee

By: _____ Dated: _____
Print Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Transfer Agreement as of the Effective Date.

NumFOCUS, Inc.

By: _____ Dated: _____
Print Name: _____
Its: _____

Community Initiatives

By: _____ Dated: _____
Print Name: _____
Its: _____

Data Carpentry Steering Committee

By: Tracy K. Teal Dated: April 3, 2018
Print Name: Tracy K. Teal
Its: Steering Committee Member

LIST OF EXHIBITS

EXHIBIT 1: CASH BALANCES AND ANTICIPATED FURTHER TRANSFERS

EXHIBIT 2: OTHER PROJECT ASSETS

EXHIBIT 3: LIABILITIES

EXHIBIT 4: OTHER LEASES AND CONTRACTS

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RECORDED: 05/06/2021

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