

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699955

<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>
The Kildonan School		01/05/2022	Non-Profit Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Kildonan Services, Inc.		
<b>Street Address:</b>	476 Skiff Mountain Rd.		
<b>City:</b>	Kent		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06757		
<b>Entity Type:</b>	Non-Profit Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88872586	KILDONAN SCHOOL	
<b>Registration Number:</b>	6167740	KILDONAN TEACHER TRAINING INSTITUTE	
<b>Registration Number:</b>	6209273	CAMP DUNNABECK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>	312-609-7716		
<b>Email:</b>	mturgeon@vedderprice.com		
<b>Correspondent Name:</b>	Vedder Price P.C.		
<b>Address Line 1:</b>	222 North LaSalle Street		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	53725000005		
<b>NAME OF SUBMITTER:</b>	Michael J. Turgeon		
<b>SIGNATURE:</b>	/Michael J. Turgeon/		
<b>DATE SIGNED:</b>	01/05/2022		
<b>Total Attachments: 1</b> source=scan0198#page1.tif			

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**TRADEMARK ASSIGNMENT AGREEMENT**

This agreement is signed January 5, 2022 and is between The Kildonan School, a New York non-profit corporation ("Assignor") and The Kildonan Services, Inc., a New York non-profit corporation ("Assignee"), as the successor in interest to the relevant business of Assignor.

The parties agree as follows:

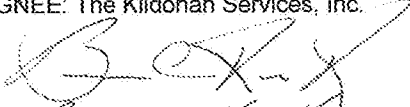
1. Assignor is the owner of the trademarks: KILDONAN TEACHER TRAINING INSTITUTE and US Registration No. 6167740 for the KILDONAN TEACHER TRAINING INSTITUTE trademark; CAMP DUNNABECK and US Registration No. 6209273 for the CAMP DUNNABECK trademark; and KILDONAN SCHOOL and US Application Serial No. 88/872,586 for the KILDONAN SCHOOL trademark, together with the goodwill of the businesses associated therewith (collectively, the "Marks"):
2. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee (as successor to the business of Assignor to which the mark pertains which is ongoing and existing), its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this agreement had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
3. 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 Marks, to record this agreement. Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom.
4. This agreement may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.
5. This agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
6. No amendment of any provision of this agreement shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this agreement or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
7. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party is signing this agreement on the date stated in the introductory clause.

ASSIGNOR: The Kildonan School

Sign:   
 Print: Bruce C. Kaish  
 Title: Trustee and Treasurer

ASSIGNEE: The Kildonan Services, Inc.

Sign:   
 Print: Bruce C. Kaish  
 Title: Trustee and Treasurer

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