

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boys & Girls Clubs of America		01/04/2021	Corporation: D.C.
RECEIVING PARTY DATA			
Name:	BGCA IP Support Co.		
Street Address:	1275 Peachtree St. NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Nonstock, Nonprofit Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78193450	SMART MOVES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4044875970		
Email:	kmorain@bgca.org		
Correspondent Name:	Kristine Morain		
Address Line 1:	1275 Peachtree St. NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Kristine Morain		
SIGNATURE:	/s/ Kristine Morain		
DATE SIGNED:	03/28/2022		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), effective January 4, 2021 (“Effective Date”), is by and between Boys & Girls Clubs of America, a D.C. Corporation that was Congressionally chartered in 1956 (“Assignor”), and BGCA IP Support Co., a Delaware nonstock, nonprofit corporation (“Assignee”) (each individually a Party and collectively, the “Parties”).

WHEREAS, Assignor wishes to assign to Assignee all of its respective rights, title and interest in and to (i) all U.S. trademarks, service marks, trade names, designs, logos, slogans, URLs, domain names, and general intangibles of like nature, whether registered, unregistered, or pending, together with the goodwill symbolized by the foregoing (“Trademarks”); (ii) all copyrights (as defined under the U.S. Copyright Act, 17 U.S.C. §§ 101 et seq.) and non-U.S. copyrights, whether registered or unregistered, and associated rights and pending applications to register the same (“Copyrights”); (iii) all software including source code and object code, operating systems, and all modifications, additions, corrections, improvements and enhancements (“Software”); (iv) all information, including any formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable through appropriate means by other persons who might obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (“Trade Secrets”); and (v) all work methods, tools, databases, studies, reports, analytical models (including underwriting, pricing and actuarial models), know-how, technology and confidential information (“Business Methods”), in the case of each of (i)-(v), pertaining to, or used in the conduct of, the business, namely to conduct programs and activities to enable young people to reach their full potential as productive, caring and responsible citizens, and services related thereto, by Assignor or its affiliates (such business of Assignor or its affiliates, the “Business”) (all of the foregoing Trademarks, Copyrights, Software, Trade Secrets and Business Methods collectively referred to herein as “Intellectual Property”); and

WHEREAS, Assignee wishes to accept such assignment.

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

1. **GRANT OF RIGHTS**. Assignor hereby sells, assigns, grants, transfers and conveys to Assignee all of Assignor’s right, title and interest of every kind and nature throughout the world in perpetuity, in and to all Intellectual Property and rights related thereto, including without limitation, all rights that may now or hereafter be vested in Assignor with respect to such Intellectual Property, including all after acquired property related thereto; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, without limitation, and the exclusive right to apply for and maintain all such Intellectual Property; to sue for all past, present or future infringements or other violations of any rights in such Intellectual Property; and to settle and retain proceeds from any such actions. Assignee, its successors and assigns will hold and enjoy all right, title and interest in and to the Intellectual Property, the same as would have been held and enjoyed by the Assignor had this assignment not been made. The grant of rights herein with regard to Trademarks specifically

includes the assignment of all worldwide right, title and interest in and to the Trademarks, together with the goodwill of the Business symbolized thereby. The rights granted herein with regard to Copyrights specifically include the assignment of all works embodying copyright (“Works”), including all exclusive rights enumerated under 17 U.S.C. § 106(a), and this Assignment confirms said grant, conveyance, bargain, sale, assignment, transfer and delivery as relates to said Works as of the Effective Date; furthermore, by these presents, the Assignor does hereby grant, convey, bargain, sell, assign, transfer and deliver unto Assignee, its successors and assigns, the Assignor’s right, title and interest, in its rights in copyright, throughout the world, in and to the Works. The foregoing Trademarks, Copyrights, Trade Secrets, Software, and Business Methods include, but are not limited to, those described on Exhibit A hereto.

2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR. The Assignor represents and warrants to Assignee as of the Effective Date:

2.1 No assignment, grant, mortgage, license, pledge, encumbrance, alienation, or other agreement affecting the rights and property herein conveyed has been made to others by the Assignor, and the full right to convey the Intellectual Property herein expressed is possessed by the Assignor.

2.2 This Assignment constitutes a legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms. The Assignor has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Assignment and to perform its obligations hereunder. The execution and delivery by the Assignor of this Assignment and the rights granted hereunder have been authorized by all necessary corporate action on the part of the Assignor.

2.3 The Assignor will not be required to give any notice to or obtain any approval, consent, ratification, waiver or other authorization from any person or entity (including, without limitation, any governmental body) in connection with: (i) the execution and delivery of this Assignment or (ii) the consummation or performance of this Assignment.

3. FURTHER ASSURANCES. The Assignor will execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to enable and assist Assignee to carry out in good faith the intent and purpose of this Assignment, without additional consideration. The Assignor will communicate to Assignee all facts known to Assignor relating to the Intellectual Property, and the history thereof, and generally do everything possible which is reasonably necessary for maintaining and enforcing proper enforcement of the Intellectual Property. The Assignor will cooperate with Assignee to execute all further agreements, instruments, papers, applications, certificates and other documents and to generally perform such other proper acts as Assignee or its successors, assigns or legal representatives deem reasonably necessary to secure to Assignee, its successors, assigns and/or legal representatives, the rights transferred herein, and to do everything to convey all of such Assignor’s rights, title and interest to Assignee and to Assignee’s successors, assigns and legal representatives, to obtain recordation of this conveyance, and to vest title in the Intellectual Property to Assignee throughout the world.

4. POWER OF ATTORNEY. The Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in such Assignor's name to take any and all action and to execute thereafter any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purposes of this Assignment.

5. GOVERNING LAW. This Assignment shall be governed by the internal laws of the state of Delaware, without regard to its conflict of laws rules.

6. COUNTERPARTS. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

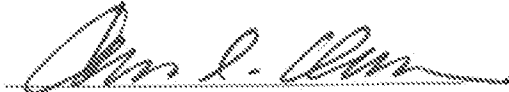
7. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto are duly authorized to and do hereby execute this Assignment as of the Effective Date.

ASSIGNOR:

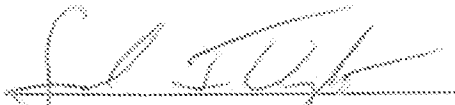
BOYS & GIRLS CLUBS OF AMERICA

By: 

James L. Clark, President & CEO

ASSIGNEE:


BGCA IP SUPPORT CO.

By: 


Samuel J. Unglo, President & CEO

EXHIBIT A

Trademarks

Mark	Source	Status	Owner Name	Goods and Services
MY.FUTURE	USPTO	Registered 29-MAR-2016 Reg. No. 4927431 App 21-AUG-2015 86732795	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 CHARITABLE SERVICES, NAMELY, MENTORING OF YOUTH IN THE FIELD OF DIGITAL TECHNOLOGY
GREAT THINK	USPTO	Registered 06-JAN-2015 Reg. No. 4665832 App 13-NOV-2013 86118062	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES IN THE NATURE OF SEMINARS IN THE FIELD OF ADVANCEMENT OF YOUTH; CONVENING THOUGHT LEADERS AND OTHER PROFESSIONALS IN VARIOUS SECTORS FOR DISCUSSIONS, CONFERENCES AND WORKSHOPS ON ISSUES RELATED TO THE ADVANCEMENT OF YOUTH
GREAT FUTURES START HERE. BOYS & GIRLS CLUBS OF AMERICA 	USPTO	Registered 26-SEP-2018 Reg. No. 4214363 App 28-JAN-2010 77922599	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 35 PROMOTING PUBLIC AWARENESS OF THE NEED FOR POSITIVE ROLE MODELS FOR TEENS AND CHILDREN; PROMOTING PUBLIC AWARENESS OF HEALTH, SOCIAL, EDUCATIONAL, VOCATIONAL AND CHARACTER DEVELOPMENT FOR YOUNG PEOPLE; PUBLIC ADVOCACY TO PROMOTE AWARENESS OF ISSUES AND CHALLENGES FACED BY TEENS AND CHILDREN, AND THE IMPORTANCE OF CARING ADULTS SPENDING MEANINGFUL TIME WITH CHILDREN EVERY DAY INT. CL. 41 ENCOURAGING SOCIAL, EDUCATIONAL AND VOCATIONAL TRAINING AMONG AND FOR YOUNG PEOPLE BY PROVIDING PROGRAMS RELATED TO GRADUATION FROM HIGH SCHOOL AND PREPARING FOR

				<p>COLLEGE</p> <p>INT. CL. 44 ENCOURAGING HEALTHY LIVING OF YOUNG PEOPLE BY PROVIDING PROGRAMS GEARED TOWARD HEALTHY LIVING AND LIFESTYLE WELLNESS BY MAKING SMART CHOICES</p> <p>INT. CL. 45 PERSONAL IMAGE DEVELOPMENT CONSULTATION IN THE NATURE OF ENCOURAGING PERSONAL CHARACTER DEVELOPMENT AND SOCIAL INTERACTION FOR YOUNG PEOPLE</p>
BE GREAT	USPTO	Registered 29-AUG-2019 Reg. No. 3657912 App 21-JAN-2009 77653459	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 35 PROMOTING PUBLIC AWARENESS OF THE NEED FOR POSITIVE ROLE MODELS FOR TEENS AND CHILDREN; PROMOTING AND ENCOURAGING HEALTH, SOCIAL, EDUCATIONAL, VOCATIONAL, AND CHARACTER DEVELOPMENT FOR YOUNG PEOPLE; PUBLIC ADVOCACY TO PROMOTE AWARENESS OF ISSUES AND CHALLENGES FACED BY TEENS AND CHILDREN AND PROMOTING THE IMPORTANCE OF CARING ADULTS SPENDING MEANINGFUL TIME WITH CHILDREN EVERY DAY
MyClubHub	USPTO	Filed 5-NOV-2020 Reg. No. 90300674 Under examination	BOYS & GIRLS CLUBS OF AMERICA	U.S. CL. 100, 101
Boys & Girls Clubs	USPTO	Registered 23-OCT-1990 Reg. No. 1619224	BOYS & GIRLS CLUBS OF AMERICA	U.S. CL. 200 - INDICATING MEMBERSHIP IN AN ORGANIZATION FORMED TO ORGANIZE AND ENCOURAGE GROUPS OF YOUNG PEOPLE THROUGHOUT THE UNITED STATES IN ORDER TO PROMOTE HEALTH, SOCIAL, EDUCATIONAL, VOCATIONAL AND CHARACTER DEVELOPMENT
Boys Clubs of	USPTO	Registered 15-	BOYS & GIRLS	U.S. CL. 200 - Indicating Membership in

America 		AUG-1961 Reg, No. 720143	CLUBS OF AMERICA	the Applicant; Said Organization and Its Predecessor-In-Title Being Formed to Organize and Encourage Clubs of Boys Throughout the United States in Order to Promote Health, Social, Educational, Vocational and Character Development
Clasped Hands Logo	USPTO	Registered 30- NOV-1999 Reg. No. 2295142	BOYS & GIRLS CLUBS OF AMERICA	U.S. CL. 200 - Indicating membership in an organization formed to organize and encourage groups of young people throughout the United States in order to promote health, social, educational, vocational and character development
FAMILY PLUS FAMILY PLUS	USPTO	Registered 30-MAR-2018 3397578 App 01-JUN-2007 77195105	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, CLASSES AND TRAINING FOR CAREGIVERS, PARENTS AND CHILDREN TO PROMOTE POSITIVE DEVELOPMENT OF CHILDREN
BOYS & GIRLS CLUBS DAY FOR KIDS <small>BOYS & GIRLS CLUBS DAY FOR KIDS</small>	USPTO	Renewed (Registered) 13-JUN-2018 3441376 App 09-NOV-2006 77040607	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 ENTERTAINMENT SERVICES, NAMELY, ORGANIZING AND CONDUCTING ANNUAL PARTIES, FESTIVALS, AND SPECIAL EVENTS PROMOTING THE IMPORTANCE OF CARING ADULTS SPENDING MEANINGFUL TIME WITH CHILDREN EVERY DAY
YOUTH FOR UNITY	USPTO	Registered and renewed 06-JUN-2016 3068333 App 17-AUG-2005 78694722	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, EDUCATIONAL PROGRAMS DESIGNED TO COMBAT PREJUDICE, BIGOTRY AND DISCRIMINATION
CAVITY-FREE ZONE	USPTO	Registered and renewed 15-SEP-2016 3070836 App 21-MAR-2005 78591182	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, CONDUCTING PROGRAMS IN THE FIELD OF ORAL HEALTH

PASSPORT TO MANHOOD	USPTO	Renewed (Registered) 20-JUL-2016 3068053 App 18-MAR-2005 78590630	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, CONDUCTING PROGRAMS IN THE FIELD OF TEACHING RESPONSIBILITY TO YOUNG MEN
POWER HOUR POWER HOUR	USPTO	Renewed (Registered) 01-OCT-2016 3116444 App 10-FEB-2005 78564871	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL ENHANCEMENT SERVICES, NAMELY, PROVIDING CLASSES, SEMINARS AND WORKSHOPS IN THE FIELD OF AFTER-SCHOOL HOMEWORK HELP AND TUTORING
TRIPLE PLAY	USPTO	Renewed (Registered): 10- MAR-2017 3143146 App 23-JUL-2004 78455364	BOYS & GIRLS CLUB OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, CONDUCTING CLASSES, SEMINARS, CONFERENCES AND WORKSHOPS IN THE FIELD OF YOUTH FITNESS AND NUTRITION
MONEY MATTERS: MAKE IT COUNT	USPTO	Renewed (Registered) 24-JUL-2015 2974337 App 23-DEC-2003 78345077	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 CONDUCTING EDUCATION PROGRAMS FOR YOUTH IN THE FIELD OF FINANCIAL LITERACY
SMART MOVES	USPTO	Renewed (Registered) 17-JAN-2014 2802399 App 11-DEC-2002 78193450	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, CONDUCTING CLASSES AND WORKSHOPS FOR YOUTHS FEATURING HEALTH AND LIFE SKILLS
STREET SMART	USPTO	Renewed (Registered) 13-AUG-2014 2866582 App 11-DEC-2002 78193479	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, CONDUCTING CLASSES AND WORKSHOPS FOR YOUTH TO COUNTERACT THE NEGATIVE LORE OF GANGS, DEVELOP EFFECTIVE CONFLICT RESOLUTION SKILLS AND LEADERSHIP SKILLS
THE POSITIVE PLACE FOR KIDS	USPTO	Renewed (Registered) 02-JUN-2012	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 42 PROVIDING SOCIAL CLUBS FOR YOUNG PEOPLE OF ALL RACES, RELIGIONS AND

		2514845 App 29-SEP-2000		ETHNIC CULTURES WHICH EMPHASIZE EDUCATIONAL AND RECREATIONAL SERVICES
CAREER LAUNCH	USPTO	Renewed (Registered) 09-FEB-2012 2534792 App 10-MAR-2000 75941649	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, CONDUCTING CLASSES AND WORKSHOPS FOR YOUTHS FEATURING CAREER AND JOB TOPICS
PROJECT LEARN	USPTO	Renewed (Registered) 09-JUN-2011 2463277 App 14-JUN-1999 75728335	BOYS & GIRLS CLUBS OF AMERICA	INT. CL. 41 EDUCATIONAL SERVICES, NAMELY PROVIDING ASSISTANCE TO YOUTHS IN INSTRUCTION AT THE PRIMARY AND SECONDARY LEVELS
OTHER TRADEMARKS: Any other Trademarks or identifiers of source which are used in connection with the Business.				

DOMAIN NAMES		
Service	Expiration	Vendor
adbgca.net	12/3/2021	Network Solutions
Alumnihub.org	7/21/2021	GoDaddy
begreat.org	11/1/2020	GoDaddy
bgca.biz	5/20/2021	network solutions
bgca.club	5/1/2021	network solutions
bgca.info	5/21/2021	network solutions
bgca.net	5/31/2022	network solutions
bgca.org	4/13/2022	network solutions
bgca.tv	4/30/2022	network solutions
bgcaarts.net	12/3/2020	network solutions
bgcaarts.org	12/3/2020	network solutions
bgcaboards.com	4/4/2021	godaddy
bgcaboards.net	4/4/2021	godaddy
bgcaboards.org	4/4/2026	network solutions
bgcaclub.com	2/13/2022	network solutions
bgcaclubs.com	2/13/2022	network solutions
bgcaclubs.net	2/13/2022	network solutions

bgccreates.com	5/8/2023	network solutions
bgccreates.net	5/8/2023	network solutions
bgccreates.org	5/8/2023	network solutions
bgcaestore.com	7/23/2023	network solutions
bgcaestore.net	7/17/2021	godaddy
bgcaestore.org	7/17/2025	network solutions
bgcaestores.com	7/17/2021	godaddy
bgcaevents.com	4/18/2022	network solutions
bgcafacts.com	5/17/2021	godaddy
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bgcafacts.org	5/18/2021	godaddy
bgcalum.com	10/30/2020	network solutions
bgcalum.net	10/30/2020	network solutions
bgcalum.org	10/30/2020	network solutions
bgcastemsorter.org	11/28/2020	network solutions
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bgcfacts.com	2/14/2021	godaddy
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bgcsumter.org	7/15/2028	network solutions
bgcweb.net	6/19/2021	network solutions
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boysandgirlsclubs.org	6/10/2021	network solutions
buildgreatfutures.com	1/29/2022	godaddy
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buildgreatfutures.org	1/29/2022	godaddy
careerlaunch.net	1/4/2021	network solutions
careerlaunch.org	1/4/2021	network solutions

cqitoolkit.org	3/1/2022	network solutions
dayforkids.com	11/11/2021	network solutions
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devbgca.net	8/21/2022	network solutions
findtheclub.org	8/3/2022	network solutions
findyourclub.net	8/3/2022	network solutions
findyourclub.org	8/3/2022	network solutions
givebgca.com	8/3/2022	network solutions
givebgca.net	8/3/2022	network solutions
givebgca.org	8/3/2022	network solutions
greatboards2020.com	4/4/2022	godaddy
greatfuturesstarthere.com	1/29/2022	godaddy
greatfuturesstarthere.net	1/29/2022	godaddy
greatfuturesstarthere.org	1/29/2022	godaddy
imagemakersbgca.org	6/18/2021	network solutions
keystoneclubplanner.com	8/20/2022	network solutions
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kidbuilding.com	8/5/2021	register.com
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memberforlife.org	7/21/2021	godaddy
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moneymattersmakeitcount.com	8/26/2021	network solutions
moneymattersmakeitcount.net	8/26/2021	network solutions
moneymattersmakeitcount.org	8/26/2021	network solutions
mybgca.com	8/16/2022	network solutions
mybgca.net	8/16/2022	network solutions
mybgca.org	8/16/2022	network solutions
myclubhub.org	2/2/2022	network solutions
myclubmylife.com	8/21/2021	network solutions
myfuture.net	9/7/2024	network solutions
nyoy.org	10/12/2021	network solutions
onehourequals.com	7/23/2021	godaddy

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onehourequals.org	7/23/2021	godaddy
programbasicsplanner.com	1/25/2021	network solutions
saferchildhoods.com	10/20/2021	network solutions
saferchildhoods.net	1/1/2022	network solutions
saferchildhoods.org	9/23/2021	network solutions
stgbgca.com	4/19/2022	network solutions
stgbgca.net	2/9/2022	network solutions
supportbgca.com	8/3/2022	network solutions
supportbgca.net	8/3/2022	network solutions
supportbgca.org	8/3/2022	network solutions
supportgreatfutures.com	1/29/2022	godaddy
supportgreatfutures.net	1/29/2022	godaddy
supportgreatfutures.org	1/29/2022	godaddy
virtualclubplanner.com	8/20/2023	network solutions
virtualclubplanner.org	8/20/2023	network solutions
workforcetoolkit.org	8/2/2021	network solutions
youthoftheyear.com	4/5/2021	godaddy
youthoftheyear.net	9/24/2020	godaddy
youthoftheyear.org	3/16/2021	godaddy

OTHER DOMAIN NAMES: Any other domain names used in connection with the Business.

COPYRIGHTS

Registration No.	Title	Registration Date	Owner
TX0006861585	A Hand Guide To Me	August 8, 2007	Boys and Girls Club of America

TRADE SECRETS

Any information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

(A) Derives actual or potential independent economic value, from not being generally known to, and not being readily ascertainable by, proper means by another who can obtain economic value from its disclosure or use; and

(B) Is the subject of reasonable efforts to maintain its secrecy.