

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ringling Bros.-Barnum and Bailey Combined Shows, Inc.		09/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	International Elephant Foundation		
Street Address:	1989 Colonial Parkway		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76110		
Entity Type:	Non-Profit Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2891084	ENDANGERED SPECIES? NOT IF WE CAN HELP I	
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:	571-395-4631		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Tara M. Vold, Pirkey Barber PLLC		
Address Line 1:	8251 Greensboro Drive, Suite 520		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	FELDR040USF1		
NAME OF SUBMITTER:	Tara M. Vold		
SIGNATURE:	/tmv/		
DATE SIGNED:	10/06/2023		
Total Attachments: 2			
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OP \$40.00 2891084

ASSIGNMENT

WHEREAS, Ringling Bros.-Barnum and Bailey Combined Shows, Inc. ("Assignor"), a corporation organized and existing under the laws of Delaware with its principal place of business located at 8607 Westwood Center Drive, Suite 500, Vienna, Virginia 22182

WHEREAS, International Elephant Foundation, ("Assignee"), a non-profit corporation organized and existing under the laws of Texas with its principal place of business located at 1989 Colonial Parkway, Fort Worth, Texas 76110.

WHEREAS, Assignor, wishes to assign, quitclaim, and transfer the following trademark (the "Mark") for which the following United States Trademark Registration has been obtained, and Assignee wishes to accept such assignment, quitclaim, and transfer;

Mark	Reg. No.	Filing Date	Classes
ENDANGERED SPECIES? NOT IF WE CAN HELP IT.	2891084	October 21, 2003	42

WHEREAS, the Assignor wishes to herein memorialize said assignment, quitclaim, and transfer of the Mark, together with all of the goodwill of the business associated with the Mark, to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for additional good and valuable consideration noted below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Quitclaim. The Assignor does hereby irrevocably assign, quitclaim, and transfer to Assignee and its successors and assigns, and Assignee hereby accepts, any and all of its right, title, and interest in and to the Mark and the goodwill associated with the Mark (the "Acquired Rights.") The Acquired Rights include without limitation:

(a) the Mark, together with the goodwill of the business connected with the use of, and symbolized by, the Mark whether registered or unregistered;

(b) any issuances, extensions, and renewals of any registrations and applications related thereto;

(c) any claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and

(d) any other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided at law or in equity throughout the world.

The parties acknowledge and agree that Assignor is selling, assigning, transferring, and conveying whatever interest Assignor has or may have in the Acquired Rights, if any, without any representations or warranties of any kind.

2. Consideration. As consideration for the Acquired Rights Assignee hereby waives any and all claims it has, or may have in the future, against Assignor arising from, relating to, or with respect to the Acquired Rights.

3. Further Assurances. From and after the date hereof, upon Assignee's reasonable request, and at Assignee's expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

4. General.

(a) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Virginia in each case located in the County of Fairfax and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.


(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

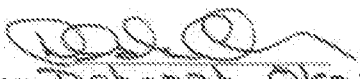
AGREED AND ACCEPTED

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Ringling Bros.-Barnum and Bailey Combined Shows, Inc.

International Elephant Foundation

By: 
Name: Stephen Payne
Title: Vice President, Public Affairs and Privacy
Date: Sept. 22, 2023

By: 
Name: Deborah Olson
Title: Executive Director
Date: 23 September 2023