

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852367

<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>
Nationwide Mutual Insurance Company		12/31/2022	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Financial Alliance for Racial Equity		
<b>Street Address:</b>	One Nationwide Plaza		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215-2226		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6982031	FARE FINANCIAL ALLIANCE FOR RACIAL EQUIT	
<b>Registration Number:</b>	6982029	FARE FINANCIAL ALLIANCE FOR RACIAL EQUIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6146778034		
<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>	614-249-5497		
<b>Email:</b>	trademark@nationwide.com		
<b>Correspondent Name:</b>	Scott W. Linek		
<b>Address Line 1:</b>	One Nationwide Plaza		
<b>Address Line 2:</b>	Office of General Counsel, 1-35-305		
<b>Address Line 4:</b>	Columbus, OHIO 43215-2226		
<b>NAME OF SUBMITTER:</b>	Scott W. Linek		
<b>SIGNATURE:</b>	/scott w. linek/		
<b>DATE SIGNED:</b>	11/09/2023		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of December 31, 2022, is made by and between Nationwide Mutual Insurance Company, an Ohio corporation (“**Assignor**”), and Financial Alliance for Racial Equity, an Ohio corporation (“**Assignee**”), each a “**Party**” and collectively, the “**Parties**.”

**WHEREAS**, Assignor is the current owner of the Assigned IP as defined herein and as set forth on Schedule 1;

**WHEREAS**, Assignor desires to assign all right, title, and interest in and to the Assigned IP to Assignee; and

**WHEREAS**, Assignee desires to acquire all right, title, and interest in and to the Assigned IP from Assignor.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations set forth on Schedule 1, § 1(a), and corresponding applications (Ser. Nos. 97057746 and 97056219), in which Certificates of Registration have been issued, and all issuances and renewals thereof, together with the goodwill of the business connected with, and symbolized by, their use;

(b) the unfiled trademarks, service marks, trade names, corporate and business names, or other source or business identifiers set forth on Schedule 1, § 1(b), and all applications, registrations, and renewals thereof, together with the goodwill of the business connected with, and symbolized by, their use;

(c) the copyrights related to the designs set forth on Schedule 1, § 2, whether registered or unregistered, and all issuances, extensions, and renewals thereof;

(d) the domain names set forth on Schedule 1, § 3;

(e) all proprietary rights of any kind whatsoever of Assignor accruing under any and all of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all 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, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, and upon Assignee's reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment 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 IP 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 IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this IP Assignment as of October 23, 2023.

**ASSIGNOR: NATIONWIDE MUTUAL INSURANCE COMPANY**

By:

*Cindy Hoes*

3A471FE707604F1...

Name: Cindy Hoes

Title: Operations Officer

**ASSIGNEE: FINANCIAL ALLIANCE FOR RACIAL EQUITY**

By:

*Kristi Rodriguez*

DD4802F22F554E5...



Name: Kristi Rodriguez

Title: President of FARE

**SCHEDULE 1**  
**ASSIGNED IP**

**1. TRADEMARKS**

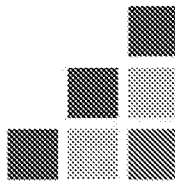
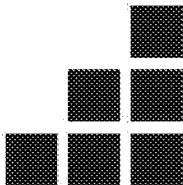
a. Registered

<b><u>Mark</u></b>	<b><u>Registration No. / Registration Date</u></b>	<b><u>Class &amp; Services</u></b>
	Reg. No. 6982031 Registered: February 14, 2023	35: Association services, namely, promoting the interests of racial equity in the financial services industry
	Reg. No. 6982029 Registered: February 14, 2023	35: Association services, namely, promoting the interests of racial equity in the financial services industry

b. Unfiled

- FARE
- FINANCIAL ALLIANCE FOR RACIAL EQUITY

**2. COPYRIGHTS**



**3. DOMAIN NAMES**

- <https://www.thefare.org/>

**Certificate Of Completion**

Envelope Id: 9F818CABF6594E9382BDB1E580E09055	Status: Completed
Subject: Complete with DocuSign: Final -- Financial Alliance for Racial Equity - IP Assignment Agreement...	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Tess Hoch
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	One Nationwide Plaza
	Columbus, OH 43215
	hocht2@nationwide.com
	IP Address: 155.188.183.156

**Record Tracking**

Status: Original	Holder: Tess Hoch	Location: DocuSign
10/24/2023 9:18:34 AM	hocht2@nationwide.com	

**Signer Events**

Cindy Hoes  
 hoesc1@nationwide.com  
 Operations Officer  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 3A471FE707604F1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 75.52.156.124

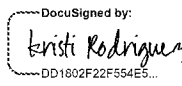
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 Viewed: 10/24/2023 9:27:57 AM  
 Signed: 10/24/2023 9:28:15 AM

**Electronic Record and Signature Disclosure:**

Accepted: 10/24/2023 9:27:57 AM  
 ID: 575f6cb5-2dff-4429-82fc-70ec3ca666df

Kristi Rodriguez  
 RODRIK7@nationwide.com  
 President of FARE  
 Nationwide  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 DD1802F22F554E5...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 155.188.183.100

Sent: 10/24/2023 9:19:41 AM  
 Viewed: 10/25/2023 2:38:01 PM  
 Signed: 10/25/2023 2:38:15 PM

**Electronic Record and Signature Disclosure:**

Accepted: 10/25/2023 2:38:01 PM  
 ID: 913e0fca-96df-4799-a627-d1a5646867e6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/24/2023 9:19:41 AM
Certified Delivered	Security Checked	10/25/2023 2:38:01 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Signing Complete	Security Checked	10/25/2023 2:38:15 PM
Completed	Security Checked	10/25/2023 2:38:15 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Nationwide Ariba Contracts (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Nationwide Ariba Contracts:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nwhelp@nationwide.com](mailto:nwhelp@nationwide.com)

### **To advise Nationwide Ariba Contracts of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [pettesd@nationwide.com](mailto:pettesd@nationwide.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Nationwide Ariba Contracts**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nwhelp@nationwide.com](mailto:nwhelp@nationwide.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Nationwide Ariba Contracts**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nwhelp@nationwide.com](mailto:nwhelp@nationwide.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Nationwide Ariba Contracts as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Nationwide Ariba Contracts during the course of your relationship with Nationwide Ariba Contracts.