

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carnegie Mellon University		08/01/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Worcester Polytechnic Institute		
Street Address:	100 Institute Road		
City:	Worcester		
State/Country:	MASSACHUSETTS		
Postal Code:	01609		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3021545	ASSISTMENT	
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:	508-831-6788		
Email:	lkelly@wpi.edu		
Correspondent Name:	Lynda Kelly		
Address Line 1:	100 Institute Road		
Address Line 4:	Worcester, MASSACHUSETTS 01609		
NAME OF SUBMITTER:	Lynda Kelly		
SIGNATURE:	/lynda kelly/		
DATE SIGNED:	10/20/2015		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "**Agreement**") is made and entered into this 1st day of August, 2015 (the "**Effective Date**"), by and between Carnegie Mellon University, a Pennsylvania nonprofit corporation having a principal place of business located at 5000 Forbes Avenue, Pittsburgh, Pennsylvania 15213, as assignor ("**CMU**" or "**Carnegie Mellon**" or "**Assignor**"), and Worcester Polytechnic Institute, a nonprofit corporation having a principal place of business located at 100 Institute Road, Worcester, MA 01609 ("**WPI**" or "**Assignee**").

RECITALS

WHEREAS, WPI desires to acquire CMU's rights in that certain trademark described below on the terms and conditions provided herein and CMU desires to assign its rights in such trademark to WPI.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and such other consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

SECTION 1.

1.1 ASSIGNMENT OF TRADEMARK. Upon the terms and subject to the conditions set forth in this Agreement, effective as of the Effective Date, and subject to CMU's receipt of the fixed sum described in Section 2.1 herein, CMU hereby sells, conveys, assigns, transfers, sets over and delivers to WPI, free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances, reservations and claims of every kind, nature or character ("**Liens**") and WPI hereby purchases, acquires and accepts from CMU, all of CMU's entire right, title and interest in and to the trademark listed below, including any rights in any prior or future damages and other causes of action arising therefrom (collectively, the "**Mark**");

Mark: "**ASSISTMENT**" (USPTO Registration No. 3021545 on the Principal Register in IC 009 (for computer software for the collection, management, and evaluation of student achievement; computer software, namely interactive educational software)).

1.2 ASSIGNMENTS FOR RECORDING PURPOSES. On the Effective Date, CMU shall deliver to WPI for recordation in the United States Patent and Trademark Office a trademark assignment in substantially the form as attached hereto as Exhibit A.

SECTION 2. CONSIDERATION

2.1 FIXED SUM. WPI shall pay to CMU the fixed sum of Five Thousand U.S. Dollars (\$5,000 US) simultaneously in connection with the execution of this Agreement. Such sum shall be paid in U.S. Dollars and shall be made by wire transfer to Carnegie Mellon's Account No. 197-9003 ABA043000261, Carnegie Mellon Ref. No 2005-058, at Mellon

Bank's Oakland office, or by WPI's check sent in accordance with the notice provisions of this Agreement.

2.2 INTEREST. All amounts payable hereunder which are overdue shall bear interest until paid at a rate equal to the Prime Rate in effect at the date such amounts were due (as published in the Wall Street Journal in its "Money Rates" or successor column) plus four percent (4%) per annum, in no event to exceed the maximum rate of interest permitted by applicable law. This provision for interest shall not be construed as a waiver of any rights Carnegie Mellon has as a result of WPI's failure to make timely payment of any such amounts

SECTION 3. REPRESENTATIONS AND WARRANTIES OF CMU.

CMU hereby represents and warrants to WPI as follows:

3.1 AUTHORITY RELATIVE TO THIS AGREEMENT. CMU warrants that it has full corporate power and authority to execute and deliver this Agreement and the other agreements contemplated hereby and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

3.2 NO OTHER REPRESENTATIONS OR WARRANTIES. Except as set forth above, CMU expressly disclaims any and all other warranties, express or implied, regarding this Agreement (including the other agreements contemplated hereby) and/or the Mark.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF WPI.

WPI hereby represents and warrants to CMU, as follows:

4.1 AUTHORITY RELATIVE TO THIS AGREEMENT. WPI has full corporate power and authority to execute and deliver this Agreement and the other agreements contemplated hereby and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

SECTION 5. COVENANTS OF THE PARTIES.

5.1 INDEMNIFICATION. WPI, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless CMU and its trustees, officers, employees, attorneys, agents, representatives, successors, and assigns from and against any claim, loss, liability, damage, cost or expense (including reasonable attorney's fees and expenses and reasonable compensation for the time and expense of any Carnegie Mellon personnel) suffered or incurred by any such indemnified party arising out of or relating to: (a) any breach of any obligation, representation or warranty of WPI contained in this Agreement, (b) the prosecution, maintenance, license, sale or other disposition involving and/or relating to the Mark and/or any derivatives thereof (including any product or service incorporating, using or based on, wholly or in part, any of the foregoing), including any acts or omissions related or ancillary thereto (including any claims of product liability, personal injury (including, but not limited to death), damage to property or violation of any laws or regulations), and (c) any litigation or other enforcement proceedings involving or relating to the Mark and/or any

derivatives thereof (including any product or service incorporating, using or based on, wholly or in part, any of the foregoing), in which CMU or any of its current and/or former employees is forced to appear as a party, required to appear as a witness, required to provide deposition testimony or other discovery, or is otherwise subject to legal process or liability. All such claims, losses, liability, damages, costs and expenses suffered or incurred by Carnegie Mellon and/or its trustees, officers, employees, attorneys, agents, representatives, successors and assigns in accordance with the preceding sentence, including reasonable compensation for the time of any Carnegie Mellon personnel, shall be paid and/or reimbursed by WPI as and when the same are incurred by Carnegie Mellon and/or its trustees, officers, employees, attorneys, agents, representatives, successors and assigns. This section shall not be interpreted as applying to any litigation or other proceeding involving or relating to the Mark and/or any derivatives thereof (including any product or service incorporating, using or based on, wholly or in part, any of the foregoing) in which WPI (or its successors-in-interest) is not a party, and to which CMU or any CMU current and/or former employee is forced to appear as a party, required to appear as a witness, required to provide deposition testimony or other discovery, or is otherwise subject to legal process or liability.

5.2 LICENSE AND COVENANT NOT TO SUE. WPI, on behalf of itself and its licensees, and their respective successors and assigns, covenants and agrees not to assert any claim of infringement against CMU relating to the Mark or any derivatives thereof with respect to any product made, used, offered for sale, sold, or licensed by CMU as of the Effective Date and any research, teaching or other activities with respect to the subject matter of the Mark, whether before or after the Effective Date. These covenants and/or agreements do not limit in any way WPI's right to assert any claim of infringement against others, including entities and individuals working with CMU. WPI, on behalf of itself and its licensees, and their respective successors and assigns, further grants to the CMU Parties (as defined below), a perpetual, irrevocable, non-exclusive, non-sublicensable, non-transferable, worldwide, royalty-free right and license to use the Mark and/or derivatives thereof for CMU's non-commercial research and/or educational purposes. As used in this section, "CMU Parties" means Carnegie Mellon's employees, students, consultants, and third party collaborators with whom Carnegie Mellon engages for non-commercial research and/or educational purposes. As used in this section, "non-commercial research" includes research that is done at CMU that is sponsored by third parties.

5.3 FURTHER ASSURANCES. CMU, at any time after the Effective Date, at the reasonable request of WPI, shall execute, acknowledge and deliver any further assignments, conveyances, and other documents and instruments of transfer, and will take any other action consistent with the terms of this Agreement, that may reasonably be necessary for the purpose of assigning, granting and confirming to WPI the Mark conveyed pursuant to this Agreement.

SECTION 6. MISCELLANEOUS.

6.1 ENTIRE AGREEMENT. This Agreement, including the exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements relating to that subject matter.

6.2 AMENDMENT AND WAIVER. This Agreement may not be modified or amended other than by an agreement in writing executed by authorized representatives of the parties hereto. No waiver shall be binding unless executed in writing by the party making the waiver. No waiver of any provisions, breach or default of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

6.3 ASSIGNMENT/BINDING UPON SUCCESSORS AND ASSIGNS. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any assignment in violation of this Section 6.3 shall be null and void.

6.4 NOTICES. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made when (a) personally delivered, or (b) sent prepaid by nationally recognized overnight carrier, or (c) deposited in the mail, postage prepaid, registered or certified first class mail, and in the case of (b) or (c), when addressed to the applicable party at the address specified below, or such other address as such party shall specify for itself by like notice to other party. Each party shall in the case of (b) or (c), transmit to the other a facsimile copy or an electronic mail copy of each such notice promptly after sending same by nationally recognized overnight carrier or depositing same in the mail, as applicable.

If to CMU:

Carnegie Mellon University
4615 Forbes Avenue, Suite 302
Pittsburgh, PA 15213
Attention: Director, Center for Technology Transfer and Enterprise Creation
Email: innovation@cmu.edu
Facsimile: 412-268-7395

If to WPI:

Worcester Polytechnic Institute
100 Institute Road
Worcester, MA 01609
Attn: Director, Intellectual Property and Innovation
Facsimile: _____
Email: tkeiller@wpi.edu

6.5 EXHIBITS. All exhibits attached to this Agreement are incorporated *into this Agreement* by this reference.

6.6 EXPENSES. Each party will bear its respective expenses and legal fees incurred with respect to the negotiation and execution of this Agreement, and the consummation of the transactions contemplated hereby.

6.7 CAPTIONS. The captions contained in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

6.8 SEVERABILITY. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the economic, business and other purposes of the void or unenforceable provision.

6.9 GOVERNING LAW. In all respects, including all matters of construction, validity and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

6.10 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof shall bear the signatures of all of the parties indicated as the signatories hereto.

6.11 ATTORNEYS' FEES. In the event that any action or proceeding is brought by either party to enforce or interpret any provision, covenant or condition contained in this Agreement, the prevailing party in such action or proceeding (whether after trial or appeal) shall be entitled to recover from the party not prevailing its expenses therein, including its attorneys' fees and costs.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

CARNEGIE MELLON UNIVERSITY

By:

Name:

Title:

Robert A. Woodridge
Robert A. Woodridge
Director, CTEC

ASSIGNEE:

WORCESTER POLYTECHNIC INSTITUTE

By:

Name:

Title:

Todd Keiller
Todd Keiller
Director, Intellectual Property and Innovation

EXHIBIT A

Trademark Assignment

THIS TRADEMARK ASSIGNMENT is made as of August 1, 2015, by Carnegie Mellon University, a Pennsylvania nonprofit corporation (the "Assignor") and Worcester Polytechnic Institute, a nonprofit corporation (the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Trademark Assignment Agreement dated August 1, 2015 (the "Trademark Assignment Agreement"), which, along with the promises contained therein, constitute mutual consideration for the promises herein;

NOW, THEREFORE, for consideration the adequacy and receipt of which is hereby acknowledged, the Assignor hereby:

1. ASSIGNS to Assignee all of its right, title and interest in and to United States Trademark No. 3021545 (the "Trademark").

2. AGREES to execute, verify and deliver such documents and perform such other acts, at Assignee's cost and expense, as Assignee may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing the Trademark and the assignment thereof.

Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

CARNEGIE MELLON UNIVERSITY,
a Pennsylvania nonprofit corporation

By:

Name:

Title:

ASSIGNEE:

WORCESTER POLYTECHNIC INSTITUTE, a

By:

Name:

Title: Director, Intellectual Property and Innovation

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Worcester)

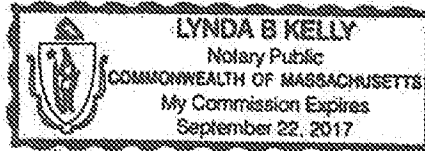
) ss.

Before me, the undersigned, this 3rd day of August, 2015, personally appeared Todd Keiller, the Director of Worcester Polytechnic Institute, who is known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed.

In Witness Whereof, I hereunto set my hand.

Lynda B Kelly
Notary Public

My Commission Expires: 9/22/17



COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

Before me, the undersigned, this 10 day of August, 2015, personally appeared Robert A. Woodbridge, the Director, CTEC of Carnegie Mellon University, who is known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed.

In Witness Whereof, I hereunto set my hand.

Jennifer H. Bett
Notary Public

My Commission Expires: 4/9/18

