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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM378656

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sally Ride Science, Inc.		10/01/2015	Corporation:

RECEIVING PARTY DATA

Name:	The Regents of the University of California	
Street Address:	1111 Franklin St.,	
Internal Address:	8th Floor	
City:	Oakland	
State/Country:	CALIFORNIA	
Postal Code:	94607	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3215455	SALLY RIDE SCIENCE

CORRESPONDENCE DATA

Fax Number:

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.

Email: ipfilings@hansonbridgett.com

Correspondent Name: Raffi Zerounian
Address Line 1: 425 Market St.
Address Line 2: 26th Floor

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	UCSD
NAME OF SUBMITTER:	Raffi V. Zerounian
SIGNATURE:	/s/
DATE SIGNED:	03/30/2016

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as October 1, 2015, by Sally Ride Science, Inc., a Delaware corporation ("Assignor"), in favor of The Regents of the University of California, on behalf its San Diego campus ("Assignec").

RECITALS

- A. Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of even date herewith (the "Agreement"), pursuant to which Assignee will assume from Assignor, and Assignor will convey to Assignee, certain assets of Seller, including the trademark listed on Schedule A hereto (the "Trademark").
- B. For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Assignor, Assignor desires to give this Assignment for the purpose of effecting such assignment & assumption pursuant to the provisions of the Agreement.

Assignor agrees as follows, contingent and effective upon the effectiveness of the Agreement:

- Assignment of the Trademarks of Assignor. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademark.
- No Rights in Third Parties. Nothing expressed or implied in this Assignment is intended to
 confer upon any person, other than the parties hereto and their respective successors and
 assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.
- 3. <u>Further Assurances.</u> Assignor hereby agrees to (i) execute any necessary documents to transfer ownership of the Trademark to Assignee; (ii) send the necessary documentation or information to the to effect the transfer to Assignee; and (iii) provide Assignee all other reasonable cooperation necessary to secure the transfer of the Trademark.
- Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of California, without regard to the applicable principles of conflict of laws.
- 5. Successors and Assignees. This Assignment is executed pursuant to the Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. In the event of any conflict between this Assignment and the Agreement, the Agreement shall govern.

Signature Page Follows!

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SCHEDULE A

TRADEMARK

Sally Ride Science

US Application No./Filing Date = 78/859,378 on 4/11/06

US Registration No./Registration Date = 3,215,455 on 4/11/06

Renewal Date: 3/6/17

STATUS: Registered

DOCS 121231-000001/2313697.2

RECORDED: 03/30/2016

TRADEMARK REEL: 005761 FRAME: 0359