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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM469138

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parris Island Historical and Museum Society			Corporation: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	U.S. Marine Corps	
Street Address:	Room 4B548 Pentagon	
City:	Washington	
State/Country:	D.C.	
Postal Code:	20350	
Entity Type:	Agency Of The United States Government: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4587820	

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.

Phone: 703 614 2173

Email: philip.greene@usmc.mil

Correspondent Name: Philip Greene

Address Line 1: Room 4B548 Pentagon
Address Line 4: Washington, D.C. 20350

NAME OF SUBMITTER:	Philip Greene
SIGNATURE:	/Philip Greene/
DATE SIGNED:	04/10/2018

Total Attachments: 2

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TRADEMARK REEL: 006372 FRAME: 0186

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between the Parris Island Historical and Museum Society, located at P.O. Box 5202, Parris Island, South Carolina (the "Assignor"), and the U.S. Marine Corps, a component of the U.S. Department of the Navy, located at Room 4B548 Pentagon, Washington, DC 20350 (the "Assignee" or "USMC"). The Assignor and Assignee, collectively, are hereinafter referred to as "the Parties."

WHEREAS, Assignor is the owner of all right, title and interest in U.S. trademark registration 4587820, which is a depiction of two yellow footprints ("the Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark, and, within 60 days of the execution of this Assignment, agrees to pay the sum of four thousand, two hundred fifty dollars (\$4,250.00) to Assignor, representing the cost of securing the U.S. registration on the Trademark;

WHEREAS, Assignor currently has in its inventory a quantity of merchandise bearing various USMC trademarks that was not manufactured by an official licensee of the Assignee ("Unlicensed Merchandise"), and which it sells in its gift shop, online, and elsewhere;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any Trademarks included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor represents and warrants that:

- a. Assignor owns the entire right, title and interest in and to the Trademark;
- b. The registration for the Trademark is currently valid and subsisting and in full force and effect;
- c. Assignor has not licensed the Trademark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Trademark to any other person or entity;
- d. The Assignor knows of no liens or security interests against the Trademark;
- e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

TRADEMARK REEL: 006372 FRAME: 0187 f. Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

Further, Assignor agrees to discontinue all sales (retail or wholesale) of existing Unlicensed Merchandise by the close of business, June 30, 2018, and to, upon execution of this Assignment, discontinue the acquisition of new Unlicensed Merchandise, for use in retail or wholesale sales.

For any merchandise bearing USMC trademarks to be offered for sale by Assignor, Assignor agrees to prospectively source only merchandise licensed by the USMC.

Assignee shall provide Assignor a complete list of authorized USMC licensees, from which Assignor may acquire new merchandise bearing USMC trademarks, for re-sale or other purposes.

Assignor agrees to consult with the USMC prior to applying to register any name, logo, slogan or other identifier that might be considered a trademark of the USMC.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration referenced above to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic/digital (e.g., as a pdf or other similar file) transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR - PARRIS ISLAND HISTORICAL AND MUSEUM SOCIETY

Carbine P. Fermin Executive Director

Parris Island Historical and Museum Society

Date: 9 Feb 2018

ASSIGNEE - U.S. MARINE CORPS

Philip Greene

Trademark Counsel

U.S. Marine Corps
Date: 2/12/20/8

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RECORDED: 04/10/2018