

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516109

<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>
If/When/How		02/28/2019	Public Benefit Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Tides Center		
<b>Street Address:</b>	1014 Torney Ave.		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94129		
<b>Entity Type:</b>	Public Benefit Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5628276	IF/WHEN/HOW	
<b>Serial Number:</b>	87155039	IF WHEN HOW LAWYERING FOR REPRODUCTIVE J	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<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>	650-493-9300		
<b>Email:</b>	trademarks@wsgr.com		
<b>Correspondent Name:</b>	WILSON SONSINI GOODRICH & ROSATI		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304-1050		
<b>ATTORNEY DOCKET NUMBER:</b>	50012.903		
<b>NAME OF SUBMITTER:</b>	Brandon P. Leahy		
<b>SIGNATURE:</b>	/Brandon P. Leahy/		
<b>DATE SIGNED:</b>	03/26/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of February 28, 2019 (this "Trademark Assignment"), by and between If/When/How, ("Assignor") and The Tides Center ("Assignee").

Assignor is the owner of the following U.S. trademark registrations:

Trademark	Type	Serial No.	Registration No.	Filing Date	Registration Date
IF/WHEN/HOW	Standard Character Mark	87021444	5628276	May 2, 2016	December 11, 2018
IF WHEN HOW LAWYERING FOR REPRODUCTIVE JUSTICE	Design plus Words, Letters, and / or Numbers	87155039	N/A	August 30, 2016	N/A (published for opposition February 21, 2017)

### RECITALS

- A. Assignor is the owner of the trademarks IF/WHEN/HOW and IF WHEN HOW LAWYERING FOR REPRODUCTIVE JUSTICE (collectively, the "Trademarks") and said registration and pending application therefore, together with the common law rights and goodwill of the business symbolized by the Trademarks; and
- B. Under the terms of that certain Asset Transfer Agreement dated as of February 27, 2019 by and between Assignor and Assignee, Assignor has agreed to, among other things, transfer to Assignee the Trademarks and any and all registrations therefore along with the goodwill associated therewith.

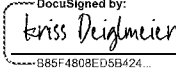
### ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and said registration therefore, in the United States and throughout the world, together with all common law rights and the goodwill of the business symbolized thereby, together with the right to recover for damages and profits for past infringements thereof, if any.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark that may have accrued in Assignor's favor from the respective date of first use of the Trademark to the effective date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**The Tides Center**

By:  \_\_\_\_\_  
DocuSigned by:  
Kriss Deigmeier  
685F4808ED5B424...

Its: CEO \_\_\_\_\_

**If/When/How**

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**The Tides Center**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**If/When/How**

By: *[Signature]*

Its: *Board Chair and President*