900506989

07/17/2019

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM532312

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Donor Trends Corporation		06/06/2019	Corporation: VIRGINIA

#### **RECEIVING PARTY DATA**

Name:	DonorScores, LLC
Street Address:	1445 New York Ave. NW, Suite 200
City:	Washington
State/Country:	D.C.
Postal Code:	20005
Entity Type:	Corporation: VIRGINIA LIMITED LIABILITY COMPANY

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3783000	DONORTRENDS

## **CORRESPONDENCE DATA**

Fax Number:

2127288111

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:

2127288000

Email:

ipdept@willkie.com

Correspondent Name:

Sabrina Hasan c/o Willkie Farr & Gallagh

Address Line 1:

787 Seventh Avenue

Address Line 4:

New York, NEW YORK 10019

CKET NUMBER: 125995.00007 SS / BLS	
Spencer F. Simon	
/Spencer F. Simon/	
07/17/2019	

#### **Total Attachments: 4**

source=DonorTrends - TA#page1.tif source=DonorTrends - TA#page2.tif source=DonorTrends - TA#page3.tif source=DonorTrends - TA#page4.tif

> TRADEMARK REEL: 006699 FRAME: 0380

CH \$40 00 3783000

#### TRADEMARK ASSIGNMENT

This Trademark Assignment (the "<u>Assignment</u>"), dated as of June 6, 2019, has been made and entered into by and between Donor Trends Corporation, a Virginia corporation ("<u>Assignor</u>"), and DonorScores, LLC a Virginia limited liability company ("<u>Assignee</u>").

## $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, Assignor owns all right, title and interest in and to and is the sole exclusive owner of the trademarks listed on <u>Schedule A</u> attached hereto and incorporated herein (collectively, the "<u>Assigned Marks</u>"); and

WHEREAS, Assignor wishes to assign and transfer to Assignee all of its right, title and interest in and to its Assigned Marks, and Assignee wishes to acquire the same;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

## 1. Assignment.

- a. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to (a) the Assigned Marks, including all common-law rights related thereto and the goodwill symbolized thereby or associated therewith, (b) the right to obtain registrations and renewals for the foregoing, (c) 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 (d) 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 for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default (the foregoing collectively, the "Assigned Rights").
- b. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- c. Assignor consents to the recordation of this Assignment by Assignee with the United States Patent and Trademark Office or similar foreign offices.
- 2. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Assignment in and to the Assigned Rights, including all documents necessary to record in the name of Assignee the assignment of the Assigned Marks with the United States Patent and Trademark Office or similar foreign offices; provided, that (a) Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, associated with the registration and renewals of the Assigned Marks on and after the date of this Assignment, (b) Assignor shall not have any obligation to pay any registration costs and/or renewal fees which become due for the Assigned Marks on or after the date of this Assignment, and (c) Assignor shall have no responsibility for preparing any documents that Assignee records to effect or evidence the transactions contemplated by this Assignment, or for any costs and fees associated with such recordation documents.

TRADEMARK REEL: 006699 FRAME: 0381

- 3. <u>Governing Law.</u> This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects, including as to validity, interpretation and effect by the internal laws of the State of New York (other than its conflicts of law provisions, except Sections 5-1401 and 5-1402 of the General Obligations Law which shall apply).
- 4. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts (including by facsimile or other electronic method), each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Signature Page Follows]

- 2 -

IN WITNESS WHEREOF, Assignee and Assignor have caused this instrument to be executed on the day and year first above written.

DONOR TRENDS CORPORATION

Name: Roger Craver President Title:

DONORSCORES, LLC

Name: Caitlin Craver CEO

Title:

# $\underline{\textbf{SCHEDULE}\ \textbf{A}}$

Trademark	Description
DONORTRENDS	Registration No. 3,783,000, registration date April 27, 2010

**RECORDED: 07/17/2019** 

TRADEMARK REEL: 006699 FRAME: 0384