

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WithAll f/k/a The Emily Program Foundation		12/16/2020	Non-Profit Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	The Emily Program, P.C.		
Street Address:	2265 Como Ave #100		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55108		
Entity Type:	Business corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4261340	THE EMILY PROGRAM FOUNDATION	
CORRESPONDENCE DATA			
Fax Number:	3172378443		
<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:	(317) 237-1423		
Email:	trademark@faegredrinker.com		
Correspondent Name:	Stephanie A. Gumm/Faegre Drinker		
Address Line 1:	300 North Meridian Street, Suite 2500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	516940.5		
NAME OF SUBMITTER:	Stephanie A. Gumm		
SIGNATURE:	/Stephanie A. Gumm/		
DATE SIGNED:	12/21/2020		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of December 16th, 2020, by and between WithAll f/k/a The Emily Program Foundation, a Minnesota nonprofit corporation (hereinafter "Assignor"), and The Emily Program, P.C., a Minnesota business corporation (hereinafter "Assignee").

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to accept from Assignor, all of Assignor's worldwide right, title and interest in, to and under the common law and registered trademark THE EMILY PROGRAM FOUNDATION (U.S. Reg. No. 4,261,340 and US App. Ser. No. 85/614,479) (the "Mark") and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, transfers, grants and conveys to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitations of every kind, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all applications, registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby represents and warrants that Assignor owns all right, title and interest in and to the Marks; that the Marks are free and clear of liens, security interests, and other encumbrances; that Assignor has full right, power, and authority to enter into this Assignment and perform its obligations hereunder; and when this Assignment is executed and delivered it will constitute a legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms. On Assignee's request, Assignor shall sign and deliver to Assignee any and all additional papers and take any reasonable actions that Assignee determines are necessary to give full effect to this Assignment.

This Assignment is effective as of the date first set forth above.

ASSIGNOR:
WITHALL F/K/A THE EMILY
PROGRAM FOUNDATION

ASSIGNEE:
THE EMILY PROGRAM, P.C.

By: Lisa Radzak
Printed: Lisa Radzak
Title: Executive Director

By: Katherine Norris
Printed: Katherine Norris
Title: Secretary