

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628466

<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>
Making Change Liquidating Trust		09/30/2020	Trust: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Publix Asset Management Company		
<b>Street Address:</b>	3300 Publix Corporate Parkway		
<b>City:</b>	Lakeland		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33811-3311		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3986975	BECAUSE EVERY LIFE MATTERS	
<b>Registration Number:</b>	2318373	FOOD FOR ALL	
<b>Registration Number:</b>	5855036	FOOD FOR ALL SELF-HELP SOLUTIONS TO ENDH	
<b>Registration Number:</b>	2528807	HUNGER IS 100% CURABLE	
<b>Registration Number:</b>	3986933	HUNGER IS NO PICNIC	
<b>Registration Number:</b>	3986934	HUNGER KNOWS NO SEASON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8139813070		
<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>	8139813060		
<b>Email:</b>	trademarks@tlolawfirm.com		
<b>Correspondent Name:</b>	James B. Lake		
<b>Address Line 1:</b>	601 South Boulevard		
<b>Address Line 2:</b>	Thomas & LoCicero PL		
<b>Address Line 4:</b>	Tampa, FLORIDA 33606		
<b>NAME OF SUBMITTER:</b>	James B. Lake		
<b>SIGNATURE:</b>	/James B. Lake/		
<b>DATE SIGNED:</b>	02/26/2021		

OP \$165.00 3986975

**Total Attachments: 4**

source=Assignment with Publix#page1.tif

source=Assignment with Publix#page2.tif

source=Assignment with Publix#page3.tif

source=Assignment with Publix#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

September This Trademark Assignment Agreement (the "Agreement") is entered into this 30 day of ~~August~~, 2020 (the "Effective Date") by and between David McConnell and David Schoeder, both US Citizens, as Trustees for Making Change Liquidating Trust, a Colorado Business Trust, 105 East Moreno Ave., Suite 200, Colorado Springs, CO 80903 (as successors in interest to Making Change, Inc., a former District of Columbia Corporation) ("Assignors"), and Publix Asset Management Company, a Florida corporation, 3300 Publix Corporate Parkway, Lakeland, Florida 33811-3311 ("Assignee").

A. As Trustees of the remaining assets of the now dissolved corporation Making Change, Inc., Assignors are empowered to transfer any and all of the right, title and interest in and to the U.S. trademarks listed on Schedule A to this agreement (the "Marks").

B. Assignment of Ownership of the Making Change, Inc. Marks from Making Change, Inc. to the Assignors was filed for recordation with the U.S. Trademark Office on August 6, 2020.

C. Publix Asset Management Company desires to acquire all of Assignors' rights in the trademarks.

Accordingly, and in consideration of the premises and the mutual promises and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Publix Asset Management Company and Assignors (collectively the "Parties") agree as follows:

1. Representation and Warranties and Assignment.

Assignors represent and warrant that: (i) Assignors have not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity; (ii) Assignors have all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and (iii) execution of this Agreement and performance of Assignors' obligations hereunder shall not violate or conflict with any other agreement to which either Assignor is a party.

Subject to the foregoing, Assignors assign and transfer to Assignee all of the right, title and interest held by Assignors in and to the worldwide rights, including common law rights, title, and interest in and to the Marks, including registrations thereof and all the goodwill of the business connected with the use of and symbolized by or associated with the Marks, to the extent any such trademark rights, title or interest exist, together with any rights of Making Change, Inc or Assignors to register said Marks in the name of Assignee, and all claims that Assignors or Making Change, Inc might have, at law or in equity, by reason of past, present or future infringement in the said Marks.

After the Effective Date, Assignors agree to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Parties in writing, and Assignors agree to not challenge Assignee's use or ownership, or the validity, of the Marks.

Assignee agrees to use the Marks in connection with charitable activities of Assignee or its affiliates.

2. Entire Agreement.

The Parties acknowledge that this Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and that there are no other agreements or understandings, written or oral, between the Parties with respect to its subject matter; nor have there been any representations, express or implied, as to the subject matter herein.

3. Miscellaneous Provisions.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective affiliates, divisions, agents, parents or entities over whom they exercise control or by whom they are controlled, and their respective successors, assigns, and the respective legal representatives of each of them.

Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

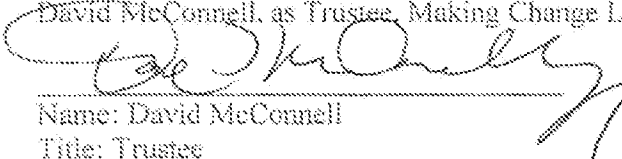
This Agreement shall be construed and enforced in accordance with the applicable laws of the state of Florida, without regard to any choice of law provision.

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered to all of the Parties is deemed to be and is to be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed or other electronic transmission of such Party's signature (which signature may be by separate counterpart), or a photocopy of such faxed or other electronic transmission, and such signature, or photocopy of such signature, is deemed to constitute the original signature of such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

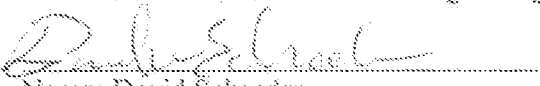
ASSIGNORS:

David McConnell, as Trustee, Making Change Liquidating Trust



.....  
Name: David McConnell  
Title: Trustee

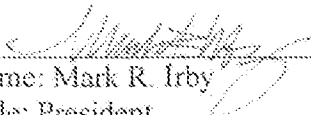
David Schoeder, as Trustee, Making Change Liquidating Trust



.....  
Name: David Schoeder  
Title: Trustee

ASSIGNEE:

Publix Asset Management Company

  
Name: Mark R. Irby  
Title: President

SCHEDULE A

Mark	Class	Reg. Date	Reg. No.
BECAUSE EVERY LIFE MATTERS	36	28-Jun-2011	3986975
FOOD FOR ALL	36	15-Feb-2000	2318373
FOOD FOR ALL SELF-HELP SOLUTIONS TO END HUNGER (and design) (in color)	36	10-Sep-2019	5855036
HUNGER IS 100% CURABLE	36	15-Jan-2002	2528807
HUNGER IS NO PICNIC	36	28-Jun-2011	3986933
HUNGER KNOWS NO SEASON	36	28-Jun-2011	3986934