# OP \$40.00 90589573

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM744585

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Saul's Light Foundation		07/29/2022	Non-Profit Corporation: LOUISIANA

## **RECEIVING PARTY DATA**

Name:	Little Free Library, Ltd.	
Street Address:	2327 Wycliff St.	
Internal Address:	Suite 220	
City:	St. Paul	
State/Country:	MINNESOTA	
Postal Code:	55114	
Entity Type:	Non-Profit Corporation: WISCONSIN	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	90589573	LITTLE NICU LIBRARY

### **CORRESPONDENCE DATA**

**Fax Number:** 6123336798

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:** (612) 367-8756

Email: trademarks-mi@btlaw.com

Correspondent Name: Bradley J. Walz

Address Line 1: 225 South Sixth Street 2800 Capella Tower

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	77488.354902
NAME OF SUBMITTER:	Bradley J. Walz
SIGNATURE:	/Bradley J. Walz/
DATE SIGNED:	07/29/2022

**Total Attachments: 3** 

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# TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made by Saul's Light Foundation, a Louisiana non-profit corporation, having a place of business at 219 Bermuda St., New Orleans, LA 70114 ("Assignor") in favor of Little Free Library, Ltd., a Wisconsin non-profit corporation, having a place of business at 573 Co. Rd. A, Suite 106, Hudson, WI 54016 ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Assignor is the owner of the LITTLE NICU LIBRARY for the following goods:

Poster board; Posters made of paper; Advertising signs of cardboard; Advertising signs of paper; Art pictures on canvas; Book ends; Book plates; Boxes, cartons, storage containers, and packaging containers made of paper or cardboard; Children's arts and crafts paper kits; Collages; Envelopes; Floor signs being decals: Graphic fine art prints; Magnetic bookmarkers; Magnetic decals; Mounted printed posters; Offset printing paper for pamphlets; Original art pictures on canvas; Packaging boxes of cardboard; Packaging boxes of paper; Paintings; Paper; Paper and cardboard; Paper bags and sacks; Paper bags for packaging; Paper banners; Paper boards; Paper emblems; Paper tablecloths; Paperboard; Paperboard or cardboard for commercial and industrial use; Pen and pencil cases; Pen and pencil holders: Pen cases; Pencils; Pens; Photo mats; Printed pamphlets in the field of health; Printed posters; Printed advertising posters; Printed educational materials in the field of health, children, babies, books; Printed informational flyers featuring health, children, babies, books; Printed informational cards in the field of health, children, babies, books; Printed informational folders in the field of health, children, babies, books; Printed materials, namely, written articles in the field of health, children, babies, books; Printed matter, namely, newspapers, photographs, magazines, books, printed periodicals, newsletters, and brochures all in the fields of securities, options and other financial instruments; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of health, children. babies, books; Printed paper signs; Printed paper signs, namely, table tents; Printed paper signs featuring babies, children, women, men, adults for use in hospitals, books, seminars; Printed publications, namely, brochures, booklets, and teaching materials in the field of health, children, babies, books; Printed teaching materials in the field of health, children, babies, books; Printed training materials in the field of health, children, babies, books: Stationery boxes; Tablecloths of paper; Unmounted printed posters; Vinyl letters and numbers for use in making signs, posters

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that is displayed in Application Serial No. 90589573, and the common law rights in book distribution services (collectively the "Assigned Trademark"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title, and interest in and to the Assigned Trademark.

# **NOW THEREFORE**, the Parties hereby agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, interest, and goodwill in and to the following:
  - (a) the portion of Assignor's business pertaining to the Assigned Trademark;
  - (b) the trademark application for the Assigned Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
  - (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (d) 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, except that Assignee shall be entitled to raise and retain all past, present, and future monetary donations associated with its licensed operations under the Assigned Trademark; and
  - (e) 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 all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute one and the same instrument. The Parties agree that this Trademark Assignment may be signed electronically pursuant to the ESIGN Act. The Parties agree that the electronic

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signatures appearing on this Trademark Assignment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment.

Saul's Light Foundation

Dated:

July 29, 2022

/s/ D. Aaron Novod

Name: Aaron Novod Title: Board Secretary

LITTLE FREE LIBRARY, LTD.

Dated: 7/29/2022

Name: M. Greig Metager Title: Executive Director

DMS 22973800.1