

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Open Philanthropy Project LLC		07/01/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Open Philanthropy Trust		
Street Address:	182 Howard Street #225		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Trust: CALIFORNIA		
Composed Of:	• Rakesh Mehta, UNITED STATES, INDIVIDUAL		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4975056	OPEN PHILANTHROPY PROJECT	
Registration Number:	5228485	OPEN PHILANTHROPY PROJECT	
Serial Number:	90779891	OPEN PHILANTHROPY	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	4154713162		
Email:	trademarkdocketing@arnoldporter.com		
Correspondent Name:	Thomas A. Magnani		
Address Line 1:	601 Massachusetts Ave., NW		
Address Line 4:	Washington, D.C. 20001-3743		
ATTORNEY DOCKET NUMBER:	0027198.00009		
NAME OF SUBMITTER:	Thomas Magnani		
SIGNATURE:	/Thomas Magnani/		
DATE SIGNED:	09/27/2022		
Total Attachments: 8			

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made by and between Open Philanthropy Project LLC (the "Assignor") and Open Philanthropy Trust ("Assignee") and shall be effective as of July 1, 2022 (the "Effective Date"). Assignee and Assignor are each referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, Assignor is the beneficial and record owner of the trademarks and trademark registrations set forth on Schedule 1 attached hereto (the "Transferred Marks");

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement, dated as of July 1, 2022, by and between Assignee and Assignor (the "Agreement"), Assignor has transferred to Assignee all of Assignor's right, title and interest in and to the Transferred Marks, as well as the goodwill associated therewith and symbolized thereby;

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute and deliver this Assignment for recordation purposes;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I ASSIGNMENT

Section 1.1 Assignment. Subject to the terms and conditions of the Agreement, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, for itself and its successors, transferees, and assignees, exclusively throughout the world and in perpetuity, all of Assignor's right, title, and interest, including all statutory and common law rights, whether now or hereafter existing, in and to the Transferred Marks. Without limiting the foregoing, as part of such assignment, Assignor hereby assigns, transfers, and conveys to Assignee, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, the following:

- (a) all applications, registrations, issuances, extensions and renewals of the Transferred Marks;
- (b) all goodwill of the Assignor associated with, and symbolized by, the Transferred Marks;
- (c) the right to prosecute, maintain and defend the Transferred Marks before any public or private agency, office or registrar, including by filing extensions and all other applications relating to the Transferred Marks;

(d) the right, if any, to claim priority based on the filing dates of any of the Transferred Marks under the Paris Convention for the Protection of Industrial Property, the Madrid Protocol, and all other treaties of like purposes;

(e) the right to sue and recover damages or other compensation for past, present, or future infringement, claims of unfair competition, likelihood of confusion or dilution, and any other claims or causes of action related to the Transferred Marks, and the right to sue and obtain equitable relief, including injunctive relief, in respect of any such claim or cause of action, and the right to fully and entirely stand in the place of Assignor in all matters related thereto; and

(f) all rights to collect royalties and other payments under or on account of any of the Transferred Marks.

Section 1.2 Recordation. Assignor hereby authorizes the United States Patent and Trademark Office and any other applicable foreign governmental entity or registrar to (a) record Assignee as the owner of the Transferred Marks; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon any of the Transferred Marks or other rights identified in this Assignment in the name of Assignee, as the assignee to the entire interest therein.

Section 1.3 Further Assurances. At any time after the date hereof, Assignor shall promptly (a) execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and (b) take such other actions as Assignee may reasonably request, in each case of clauses (a) and (b) that are necessary for obtaining, sustaining or reissuing any registrations for the Transferred Marks and transferring, conveying, assigning, and delivering to Assignee the title in and to the Transferred Marks.

ARTICLE II MISCELLANEOUS

Section 2.1 Interpretation. The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. This Assignment has been entered into in accordance with the Agreement and is expressly subject to the terms thereof. This Assignment shall not be construed to limit the rights or obligations of either Party under the Agreement.

Section 2.2 Governing Law. This Assignment shall be governed by and construed in accordance with the law of the State of California, without giving effect to any law, principle or rule that would result in the application of the law of any other jurisdiction. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect, and enforceable.

Section 2.3 Counterparts and Facsimile Signatures. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, each of which shall be deemed an original, and

all of which shall constitute one and the same instrument, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Counterparts may be delivered by facsimile, e-mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other means of transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The delivery of copies of this Agreement, including executed signature pages, by electronic transmission will constitute effective delivery of this Agreement for all purposes.

Section 2.4 Successors and Assigns. This Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns for the uses and purposes above set forth.

Section 2.5 Relationship to Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Agreement, the Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR: OPEN PHILANTHROPY PROJECT LLC

By: [Signature]
Name: Sarah Li
Title: Authorized Person

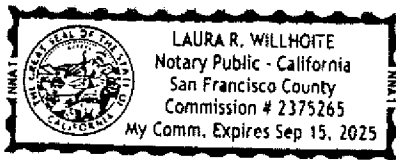
State of CA

County of San Francisco

On 9/13, 2022, before me, Laura Willhoite, the undersigned, a Notary Public for the state, personally appeared Sarah Li, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Laura R. Willhoite

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[Signature Page to Trademark Assignment]

ASSIGNEE:

OPEN PHILANTHROPY TRUST

By: [Signature]
Name: Rakesh Mehta
Title: Trustee

ACKNOWLEDGEMENT

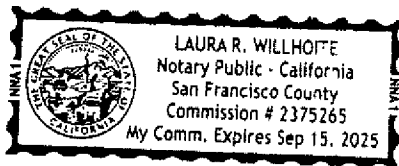
State of CA)

County of San Francisco

On 9/13, 2022, before me, Laura R. Willhoite, the undersigned, a Notary Public for the state, personally appeared Rakesh Mehta, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[Signature Page to Trademark Assignment]

TRADEMARK ASSIGNMENT - SCHEDULE 1

Transferred Trademarks

Mark	Owner	Filing Basis Status	Appln Date Appln No.	Reg Date Reg No.	Goods/Services
OPEN PHILANTHROPY PROJECT	Open Philanthropy Project LLC	USPTO - Registered	April 22, 2014. 86,259,541	June 7, 2016. 4,975,056	Class 36: Charitable foundation services, namely, providing financial assistance for programs and services of others; philanthropic services concerning monetary donations. Class 41: Providing on-line newsletters in the field of philanthropy; on-line journals, namely, blogs featuring philanthropy.
OPEN PHILANTHROPY PROJECT Plus Design  Open Philanthropy Project	Open Philanthropy Project LLC	USPTO - Registered	July 25, 2014. 86,348,631	June 20, 2017. 5,228,485	Class 36: Charitable foundation services, namely, providing financial assistance for programs and services of others; philanthropic services concerning monetary donations. Class 41: Providing on-line newsletters in the field of philanthropy; on-line journals, namely, blogs featuring philanthropy.
OPEN PHILANTHROPY	Open Philanthropy Project LLC	USPTO - Under examination	June 17, 2021. 90,779,891	N/A.	Class 35: Promoting public awareness of charitable, philanthropic, public policy and humanitarian activities; promoting public awareness of and

Mark	Owner	Filing Basis Status	Appln Date Appln No.	Reg Date Reg No.	Goods/Services
					<p>improvement in the fields of global health and development, medical and scientific research, global catastrophic risks, farm animal welfare, and criminal justice reform by means of public advocacy; providing information, research and analysis relating to the fields of global health and development, medical and scientific research, global catastrophic risks, farm animal welfare, and criminal justice reform; providing information, research and analysis in the field of philanthropy to improve the effectiveness of philanthropic giving; conducting and disseminating research on the history of philanthropy, cause prioritization, and the effectiveness of philanthropic giving.</p> <p>Class 36: Philanthropic services, namely, providing financial assistance for programs and services of others; philanthropic services concerning monetary donations; grant-making services, namely, providing and facilitating</p>

Mark	Owner	Filing Basis Status	Appln Date Appln No.	Reg Date Reg No.	Goods/Services
					<p>monetary grants to organizations that promote charitable, philanthropic, public policy and humanitarian activities; providing research, analysis, evaluation, consultancy and advisory services in the field of philanthropy to improve cause prioritization and the effectiveness of philanthropic giving; providing a website featuring information and resources in the field of philanthropy.</p> <p>Class 41: Educational services, namely, providing non-downloadable on-line newsletters in the field of philanthropy; providing on-line journals, namely, blogs featuring philanthropy; providing online tools to measure and improve decision-making and forecasting.</p>