## 900636377 08/12/2021

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM667134

Stylesheet Version v1.2

SUBMISSION TYPE: RESUBMISSION

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**RESUBMIT DOCUMENT ID:** 900635571

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEO Philanthropy, Inc.		07/19/2021	Non-Profit Corporation: NEW YORK

### **RECEIVING PARTY DATA**

Name:	The NO MORE Foundation	
Street Address:	196 Maplewood Ave	
City:	Maplewood	
State/Country:	ite/Country: NEW JERSEY	
Postal Code:	stal Code: 07040	
Entity Type:	Non-Stock Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark
Serial Number:	85347282	NO MORE
Serial Number:	87306789	NO MORE

## **CORRESPONDENCE DATA**

**Fax Number:** 2122140438

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:** (212) 271-0142

**Email:** geoff@hblawyers.com

Correspondent Name: Geoffrey Boehm Address Line 1: 45 West 36th St.

Address Line 2: 6th Floor

Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER: Geoffrey Boehm

SIGNATURE: /Geoffrey Boehm/

DATE SIGNED: 08/12/2021

**Total Attachments: 3** 

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as this "ASSIGNMENT") is effective as of date last written below by and between NEO Philanthropy, Inc., a New York not-for-profit corporation, having a business address of 45 West 36<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, NY 10018 (hereinafter referred to as "ASSIGNOR"), and The NO MORE Foundation, a Delaware charitable nonstock corporation, having a business address of c/o 196 Maplewood Avenue #381, Maplewood, NJ 07040, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR owns all right, title, and interest in and to the trademarks and service marks identified on Schedule 1 (THE "MARKS") and wishes to transfer the MARKS, including intellectual property rights and goodwill of any kind or nature therein or thereto, and any and all registrations and applications therefor, to ASSIGNEE; and

WHEREAS, ASSIGNEE are desirous of acquiring all right, title, and interest in and to the MARKS.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, including payment of one dollar (\$1) from ASSIGNEE to ASSIGNOR, and intending to be legally bound hereby, the parties agree as follows:

- A. ASSIGNOR does hereby unconditionally and irrevocably assign, sell, and transfer to ASSIGNEE, all worldwide right, title, and interest in and to the MARKS and all intellectual property rights of any kind or nature there or thereto, including: (i) all registrations for the MARKS listed on Schedule 1, and the right to claim priority thereto; (ii) all common law rights and federal rights, including trade name rights, associated with the MARKS; (iii) the goodwill of the business, or portion thereof, to which the MARKS pertain; (iv) all rights of ASSIGNOR to conduct business under the MARKS; (v) the exclusive right to sue for past, present, and future infringement, misappropriation, violation, or dilution of the MARKS; and (vi) all rights to income, royalties, damages, and license fees deriving from the MARKS, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringement, misappropriation, violation, or dilution of the MARKS or injury to the goodwill associated with the MARKS.
- ASSIGNOR agrees to perform all acts deemed reasonably necessary or desirable by ASSIGNEE to permit and assist ASSIGNEE in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the MARKS and the intellectual property rights therein assigned to ASSIGNEE hereunder. Such acts may include: (i) execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in ASSIGNEE; (ii) assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of ASSIGNOR, testifying in any legal proceedings, signing lawful papers, and making all lawful oaths; and (iii) generally doing everything that is reasonably necessary to aid ASSIGNEE in obtaining and enforcing proper control and protection for the MARKS and all applicable intellectual property rights. Further, ASSIGNOR and its successors agree not to challenge the validity or completeness of the assignment of the MARKS to ASSIGNEE hereunder, nor to permit or assist any third party to do so.

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- C. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to record this ASSIGNMENT and issue the MARKS and any future trademark or service mark applications based on or incorporating the MARKS to ASSIGNEE and its successors, assigns and other legal representatives in accordance with the terms of this instrument.
- D. This ASSIGNMENT shall be binding upon ASSIGNOR, ASSIGNOR'S successors and assigns, and upon all others acting by, through, with or under ASSIGNOR'S direction or control, and all those in privity therewith.

Executed this 7th day of July, 2021.	
By: Much Lord	
Michele Lord, President	
NEO Philanthropy, Inc.	
19th July	
Executed this day of	, 2021
By: Panela Zaballa, Director	
Pamela Zaballa, Director	

The NO MORE Foundation

# **SCHEDULE 1**

# $\underline{MARKS}$

Serial Number	Reg. Number	Word Mark			
85347282	4254756	"NO MORE" STANDARD CHARACTER MARK IN CLASS 36			
87306789	5394368	"NO MORE" DESIGN PLUS WORDS, LETTERS AND/OR NUMBERS IN CLASS 36			

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