

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Software Freedom Conservancy		02/27/2012	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	jQuery Foundation, Inc.
Street Address:	355 Congress Street
Internal Address:	Bocoup Loft
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85438842	JQUERY

**CORRESPONDENCE DATA**

Fax Number: 4849932271  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 857.498.1150  
 Email: joel@fortpointlegal.com  
 Correspondent Name: Joel G. Kinney  
 Address Line 1: 355 Congress Street  
 Address Line 2: Bocoup Loft  
 Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Joel G. Kinney
Signature:	/Joel G. Kinney/

OP \$40.00 85438842

Date:

06/05/2012

**Total Attachments: 4**

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# TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made by and between The Software Freedom Conservancy ("Conservancy") and the jQuery Foundation, Inc. (the "Assignee"). The Conservancy is a New York nonprofit public benefit corporation located in Brooklyn, New York, which has received recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classification as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). Assignee is a nonprofit corporation located in Delaware.

WHEREAS:

1. Conservancy is the owner of the portfolio of trademarks listed in Exhibit A (the "Trademark"); and
2. Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

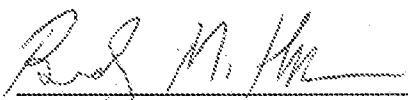
NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Assignment.** Conservancy does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all common law rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
  - (a) **Consideration.** In consideration for the assignment set forth in Section 1, Assignee shall pay Conservancy the sum of U.S. \$32,000.00, payable within thirty (30) days of the Effective Date.
2. **Representations and Warranties.** Conservancy represents and warrants to Assignee:
  - (a) Conservancy has the right, power and authority to enter into this Agreement;
  - (b) Conservancy is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
  - (c) Except as described in Exhibit B, the Trademark is free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademark does not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Conservancy's rights in the Trademark;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Conservancy is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. **Miscellaneous.** Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
4. **Amendments.** This Agreement may not be amended or modified, except in writing and signed by both Conservancy and Assignee.
5. **Counterparts / Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when together, shall constitute but one and the same instrument, and shall become effective when one or more counterparts have been signed by each Party hereto and delivered to the other Party. In lieu of the original, a facsimile transmission or copy of the original shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement effective on the 27th day of February, 2012 (the "Effective Date").

By:  Date: 27 Feb. 2012  
THE SOFTWARE FREEDOM CONSERVANCY, INC.  
Bradley M. Kuhn  
Title: Executive Director

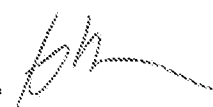
By: \_\_\_\_\_ Date: \_\_\_\_\_  
THE JQUERY FOUNDATION, INC.  
Dave Methvin  
Title: President

## Exhibit A

For the purposes of this Agreement, the trademark portfolio to be assigned shall consist of the following:

- US Trademark Application Ser. No. 85438842 for the literary mark "jQuery", filed October 4, 2011
- all common law rights in the literary mark "jQuery"
- all common law rights in the literary mark "jQuery Project"
- all common law rights in the literary mark "jQuery User Interface"
- all common law rights in the literary mark "jQuery Mobile"
- all common law rights in the literary mark "QUnit"
- all common law rights in the literary mark "jQuery UP"
- all common law rights in the literary mark "write less, do more"
- all common law rights in the graphic marks, logos, and color schemes available for download at

[http://jquery.org/wp-content/uploads/2010/01/JQuery\\_identity.zip](http://jquery.org/wp-content/uploads/2010/01/JQuery_identity.zip), incorporated herein by reference.



## Exhibit B

Conservancy and Assignee acknowledge that Conservancy has granted a license to White October for the limited purpose of conducting the jQuery UK 2012 Conference on February 10, 2012. Conservancy's license to White October shall not be assigned as part of this Agreement. This license shall completely terminate on March 10, 2012, and all trademark usage rights granted to White October will cease upon termination.

A handwritten signature in black ink, appearing to be 'BK' or similar, with a long horizontal flourish extending to the right.