

Project Contribution Agreement

[NAME OF PROJECT]

This Contribution Agreement (“Agreement”) is effective as of _____ by and between The Linux Foundation, an Oregon non-profit corporation having its place of business at 548 Market St., PMB 57274, San Francisco, California 94104-5401 USA, and [ASSIGNOR], a [STATE] [ENTITY TYPE] (“Assignor”), having its place of business at [_____].

- 1) **Background**. Assignor is the owner of the [MARK] word mark and [MARK] design and logo marks, including any applications and registrations therefor set forth in Schedule 1 to the Assignment attached hereto as Exhibit A (collectively, the “Trademarks”). Assignor wishes to assign the rights to such Trademarks to Assignee in connection with the establishment of the [PROJECT NAME] project within The Linux Foundation.
- 2) **Assignment of Trademarks**. For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to the Trademarks, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks pursuant to the Assignment attached hereto as Exhibit A.
- 3) **Assignment of Accounts**. For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to:
 - a) any and all registered accounts that either (i) incorporate any Trademark or (ii) are used by, or relied upon, by the project (including, without limitation, social media and GitHub accounts, collectively the “Accounts”); and
 - b) any top-level domain names and all related registrations leveraged by the [PROJECT NAME] open source project that incorporate any Trademark (collectively, the “Domain Names”).
- 4) **Assistance**. Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. Assignor hereby appoints James Zemlin as Assignor’s attorney-in-fact to execute all documents on behalf of Assignor and its employees for this limited purpose pursuant to the Power of Attorney attached hereto as Exhibit B. To the best knowledge of Assignor, neither the execution or performance of this Agreement will violate the terms of any agreement between the Assignor and any third party.

Executed as the effective date set forth above.

[ASSIGNOR]

By: _____

Name: _____

Title: _____

THE LINUX FOUNDATION

By: _____

Name: _____

Title: _____

Exhibit A

Trademark Assignment

WHEREAS, [ASSIGNOR], a [STATE] [ENTITY TYPE] (“Assignor”), having its place of business at _____ is the owner of [MARK] word mark and [MARK] design and logo trademarks, including the applications and registrations therefor set forth in Schedule 1 attached hereto (“Trademarks”);

WHEREAS, The Linux Foundation, an Oregon non-profit corporation having its place of business at 548 Market St., PMB 57274, San Francisco, California 94104-5401 USA desires to acquire all right, title and interest in and to the Trademarks, together with the associated goodwill;

NOW, THEREFORE, pursuant to the Project Contribution Agreement entered into between the parties on the _____ and for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks.

[ASSIGNOR]

By: _____

Name: _____

Title: _____

THE LINUX FOUNDATION

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

Trademark Registrations:

MARK	COUNTRY	STATUS	APP #	REG #

Trademark Applications:

MARK	COUNTRY	STATUS	APP #

Exhibit B

Limited Power of Attorney

[ASSIGNOR], a [STATE] [ENTITY TYPE] ("SHORTNAME"), having its place of business at [ADDRESS], hereby appoints James Zemlin, Executive Director of The Linux Foundation, as [SHORTNAME]'s attorney-in-fact and authorizes him to execute all documents on behalf of [SHORTNAME] and its employees for the limited purpose of securing, perfecting, maintaining or evidencing the rights in both: (a) the Trademarks assigned by [SHORTNAME] to The Linux Foundation pursuant to the Trademark Assignment entered into between [SHORTNAME] and The Linux Foundation on _____; and (b) the Accounts and Domain Names assigned by [SHORTNAME] to The Linux Foundation pursuant to the Project Contribution Agreement entered into among [SHORTNAME] and The Linux Foundation on the _____.

[ASSIGNOR]

By: _____

Name: _____

Title: _____

Date: _____

Notarization: