

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gear Up, Inc.		06/15/2001	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Gear Up, Inc.
Street Address:	6665 SW Hampton Street
Internal Address:	Suite 200
City:	Portland
State/Country:	OREGON
Postal Code:	97223
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1549558	GEAR UP TAX SEMINARS

CORRESPONDENCE DATA	
Fax Number:	(503)968-7228
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(503) 968-8111
Email:	mduboff@dubofflaw.com
Correspondent Name:	Leonard D. DuBoff
Address Line 1:	6665 SW Hampton Street
Address Line 2:	Suite 200
Address Line 4:	Portland, OREGON 97223

ATTORNEY DOCKET NUMBER:	1653 GEAR UP
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NAME OF SUBMITTER:	Leonard D. DuBoff
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Total Attachments: 3
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OP \$40.00 1549558

TRADEMARK ASSIGNMENT AGREEMENT

BETWEEN : Gear Up, Inc., a California Corporation (“Assignor”)
450 San Antonio Road, Suite 5
Palo Alto, California 94306

AND : Gear Up, Inc., an Oregon Corporation (“Assignee”)
Post Office Box 23698
Portland, Oregon 97281

Recitals

Whereas, Assignor owns all right, title and interest in and to the trademark “GEAR UP TAX SEMINARS”, as well as the goodwill associated with the trademark; and

Whereas, Assignee is desirous of acquiring this trademark and associated goodwill;

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Trademark Assignment.** Assignor hereby assigns and transfers to Assignee, its legal successors and assigns, all of Assignor’s right, title and interest, whether statutory, registered or at common law, in and to the trademark “GEAR UP TAX SEMINARS” (the “Mark”), and any renewals or extensions thereof, as well as the goodwill of the business associated with such Mark, together with any and all registrations and pending applications therefor, any and all foreign rights, any and all files and records relating thereto, and the right to recover for past infringements of the mark.
- 2. Consideration.** Assignee agrees to provide Assignor consideration in the sum of \$1.00 in exchange for all right, title and interest to the Mark, including, but not limited to United States Patent and Trademark Registration Number 1,549,558, and the goodwill of the business symbolized by said Mark.
- 3. Future Acts.** Assignor agrees to execute any further documents and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Mark in Assignee. In the event that Assignee is unable, after reasonable effort, to secure Assignor’s signature on any further documents necessary to do so, Assignor hereby designates Assignee as its agent and attorney-in-fact to act for and in its stead to execute and file any such papers or documents and do all such other lawfully permitted acts and things to accomplish such purpose with the same legal force and effect as if done by Assignor.

4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that to the best of Assignor's knowledge:

4.1. Assignor is the sole and exclusive owner of all rights granted to Assignee in this Agreement and has not assigned, pledged or otherwise encumbered the same;

4.2. Assignor has the full power to enter into this Agreement and to make the grants herein contained;

4.3. The Mark does not, in whole or in part, infringe any intellectual property or violate any right to privacy or other personal or property right whatsoever, or contain any libelous or scandalous matter or matter otherwise contrary to law.

5. Indemnity.

5.1. In the event Assignee is rendered liable for any damages which result from Assignor's breach of the above representations and warranties, then Assignor agrees to hold Assignee harmless from and against such liability, including all reasonable attorneys' fees incurred on any trial or appeal.

5.2. In the event Assignee is rendered liable for any damages which result as a result of any act or omission by Assignee relating to Assignee's use of the Mark, then Assignee agrees to hold Assignor harmless from and against such liability, including all reasonable attorneys' fees incurred on any trial or appeal.

6. Miscellaneous. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No agreement or understanding which alters or extends the meaning of this contract shall be binding unless in writing and signed by both parties. If any section of this Agreement is held to be invalid, the remaining sections of this Agreement will not be affected. This Agreement is effective as of the date all parties hereto have executed this Agreement. This Agreement is deemed a contract made in Oregon and it shall be construed and enforced according to the laws of the State of Oregon. Any suit or action instituted by either party to enforce the terms shall be brought in the courts in the State of Oregon. Venue is proper only in Multnomah County in Oregon. In the event suit or action is instituted to enforce collection or any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court deems reasonable as attorneys' fees at trial or on appeal, in addition to all other sums provided by law.

7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

8. Effective Date. This Agreement shall become effective as of January 11, 2001.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

ASSIGNOR

GEAR UP, INC., A CALIFORNIA CORPORATION

By: William L Little
Name: William Little
Its: President

15 June 01
DATE

ASSIGNEE

GEAR UP, INC., AN OREGON CORPORATION

By: William L Little
Name: William Little
Its: President

15 June 01
DATE

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