

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gina Phillips		06/23/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	UP Global		
Street Address:	PO Box 95149		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98145		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86096277	STARTUP WEEK	
CORRESPONDENCE DATA			
Fax Number:	2062172201		
<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:	2062172200		
Email:	trademarks@aeonlaw.com		
Correspondent Name:	Susi Stuart		
Address Line 1:	1218 3rd Ave., Suite 2100		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	STAR-2014022		
NAME OF SUBMITTER:	Susan L. Stuart		
SIGNATURE:	/Susan L. Stuart/		
DATE SIGNED:	07/15/2014		
Total Attachments: 2			
source=Startup Week Asset executed #page1.tif			
source=Startup Week Asset executed #page2.tif			

OP \$40.00 86096277

BILL OF SALE

This Bill of Sale is made, executed and delivered as of June 23, 2014], by Gina Phillips , an Individual (the "**Seller**") and UP Global, a Washington Non-Profit corporation ("**Purchaser**").

1. **Assets.** Seller, for a valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns, grants, and conveys to Purchaser all right, title and interest of Seller, in, to and under the following assets and property (the "**Assets**"):

Logo files for Startup Week

2. **Title to Assets.** Seller has good, absolute and marketable title to the Assets, subject to no Encumbrance.

3. **Price.** The purchase price shall be \$775, of which \$275 has been previously paid and \$500 to be paid at closing and transfer of assets.

4. **Further Assurances.** Seller, for itself and its successors and assigns, covenants and agrees that in the event any of the Assets cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not at the date of delivery of this Bill of Sale been given or obtained, the beneficial interest in and to the same shall in any event pass hereby to Purchaser; and Seller, for itself and its successors and assigns, consents and agrees to: (a) hold the Assets in trust for the benefit of Purchaser, its successors and assigns, (b) use its commercially reasonable efforts to obtain and secure a valid transfer of the Assets, and (c) make or complete such transfer as soon as reasonably possible.

5. **Attorney-in Fact.** In connection with the Assets, Seller does hereby irrevocably constitute and appoint Purchaser, its successors and assigns, its true and lawful attorney-in-fact, with full power of substitution, in its name or otherwise, and on behalf of Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts or other rights, tangible or intangible, hereby sold, transferred, conveyed, assigned and delivered, or tendered so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

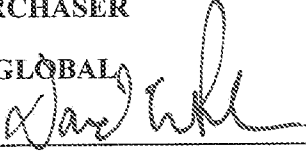
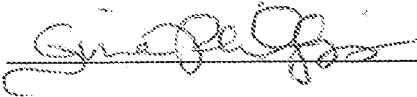
6. **Miscellaneous.** This Bill of Sale (and any disputes arising thereunder) shall be governed and construed in accordance with the laws of the State of Washington, excluding its conflict of law principles, and shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Agreement. Seller hereby covenants and agrees to warrant and defend the title to the above-described Assets hereby conveyed, against the just and lawful claims and demands of all persons whomsoever. The terms of this Agreement may only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the parties hereto.

7. ~~Offer expiration~~ 

IN WITNESS WHEREOF, Seller has executed this Bill of Sale.

SIGNATURE PAGES FOLLOW

BILL OF SALE - STARTUP WEEK

PURCHASER UP GLOBAL By: <u></u> Name: <u>David W. Parker</u> Its: <u>VP Programs</u>	SELLER GINA PHILLIPS By: <u></u> Name: <u>Gina Phillips</u> Its: <u>OWNER</u>
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