

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321718

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Bryan Pape		10/30/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spello Group LLC		
<b>Street Address:</b>	18870 72nd Ave S		
<b>City:</b>	Kent		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98032		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WASHINGTON		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85768572	DESIGNED TO EMPOWER	
<b>Serial Number:</b>	86133038	DESIGNED TO EMPOWER	
<b>Serial Number:</b>	86133064	MIIR	
<b>Serial Number:</b>	86296526	TRACK YOUR IMPACT	
<b>Serial Number:</b>	86296701	TRACK YOUR IMPACT	
<b>Serial Number:</b>	86391021	VENTURE OUT	
<b>Registration Number:</b>	4549415	BAMBINI	
<b>Registration Number:</b>	4471496	BUY ONE GIVE ONE	
<b>Registration Number:</b>	4471531	BUY ONE GIVE ONE	
<b>Registration Number:</b>	4502641	DESIGNED TO EMPOWER	
<b>Registration Number:</b>	4373105	MIIR	
<b>Registration Number:</b>	4107765	MIIR	
<b>Registration Number:</b>	3810273	MIIR BOTTLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	206-708-7705		
<b>Email:</b>	marianne@janewaypatentlaw.com		
<b>Correspondent Name:</b>	Janeway Patent Law PLLC		
<b>TRADEMARK</b>			

OP \$340.00 85768572

**Address Line 1:** 2208 NW Market Street  
**Address Line 2:** Suite 506  
**Address Line 4:** Seattle, WASHINGTON 98107

**ATTORNEY DOCKET NUMBER:** 53.009

**NAME OF SUBMITTER:** Marianne E Dutton

**SIGNATURE:** /Marianne E Dutton/

**DATE SIGNED:** 10/30/2014

**Total Attachments: 2**

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## **ASSIGNMENT OF RIGHTS IN A TRADEMARK AND IN THE GOODWILL ASSOCIATED WITH THE TRADEMARK**

In consideration of the payment from Spello Group LLC (Assignee) to Mr. Bryan Papé (Assignor) of good and valuable consideration, the adequacy and receipt of which are hereby acknowledged,

Assignor, Mr. Bryan Papé, a citizen of the United States of America, and residing at 11058 NE 33<sup>rd</sup> Place, D6, Bellevue, WA 98004,

**hereby sells, assigns, and transfers to:**

Assignee, Spello Group LLC, a juristic entity of the United States of America, having a principle place of business at 18870 72<sup>nd</sup> Ave S, Kent WA, 98032, and the successors, assigns, and legal representatives of the Assignee, all of the Assignor's right, title, and interest in and to the trademarks "Bambini", "Buy One Give One", "Designed to Empower", "Miir", "Miir Bottles", "Track Your Impact", and "Venture Out", together with

- (1) the goodwill of the business symbolized by and associated with each of the trademarks "Bambini", "Buy One Give One", "Designed to Empower", "Miir", "Miir Bottles", "Track Your Impact", and "Venture Out",
- (2) all of the applications for U.S. Federal Registration of each of the trademarks "Designed to Empower" Serial Nos. 85/768572 and 86/133038, "Miir" Serial No. 86/133064, "Track Your Impact" Serial Nos. 86/296526 and 86/296701, and "Venture Out" Serial No. 86/391021,
- (3) all of the U.S. Federal Registrations of each of the trademarks "Bambini" US Supp. Reg. No. 4,549,415, "Buy One Give One" US Reg. Nos. 4,471,496 and 4,471,531, "Designed to Empower" US Reg. No. 4,502,641, "Miir" US Reg. No. 4,373,105 and US Reg. No. 4,107,765, and "Miir Bottles" US Reg. No. 3,810,273,
- (4) all of the applications for Canada national trademark registration of each of the trademarks "Designed to Empower" Canada App. No. 1,685,699, and "Miir" Canada App. No. 1,685,689,
- (5) all income, royalties, and damages hereafter due or payable to Assignor", including payments for past or future infringements and misappropriations of any of the trademarks with respect to

each of the aforementioned trademarks,

- (4) all rights to sue for past, present and future infringements or misappropriations of each of the trademarks "Bambini", "Buy One Give One", "Designed to Empower", "Miir", "Miir Bottles", "Track Your Impact", and "Venture Out".

Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment. Furthermore, Assignor covenants that he will execute all documents, papers, forms, and authorizations, and that he will take all other actions that may be necessary for securing, completing, or vesting in Assignee the full right, title, and interest in the trademarks "Bambini", "Buy One Give One", "Designed to Empower", "Miir", "Miir Bottles", "Track Your Impact", and "Venture Out".

Following the assignment of the aforementioned trademarks to Assignee, Assignor shall not assert any ownership rights in the trademarks. Further, Assignor will hereafter, at Assignee's sole expense, cooperate fully and in good faith with Assignee for the purpose of preserving and protecting Assignee's rights in and to the trademarks, including providing information and documents to Assignee as required for any legal proceedings involving the trademarks, such as opposition or cancellation proceedings and any other legal proceedings, as reasonably required to protect Assignee's rights in the marks.

**Assignor:** MR. BRYAN PAPÉ

Signature:   
Bryan Papé

Date: 10/30/14  
~~10/30/14~~

**Assignee:** SPELLO GROUP LLC

Signature:   
Bryan Papé

Date: \_\_\_\_\_