

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM435598

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	06/30/2015
<b>RESUBMIT DOCUMENT ID:</b>	900412661

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burners Without Borders		05/21/2015	Non-Profit Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	Burning Man Project
<b>Street Address:</b>	660 Alabama St. 4th Floor
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94110
<b>Entity Type:</b>	Non-Profit Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Serial Number:</b>	86102387	BURNERS WITHOUT BORDERS

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Phone:** 415-865-3800  
**Email:** legal@burningman.org  
**Correspondent Name:** Raymond Allen  
**Address Line 1:** 660 Alabama St. 4th Floor  
**Address Line 4:** San Francisco, CALIFORNIA 94110

<b>NAME OF SUBMITTER:</b>	Angela Sanders
<b>SIGNATURE:</b>	/Angela Sanders/
<b>DATE SIGNED:</b>	07/18/2017

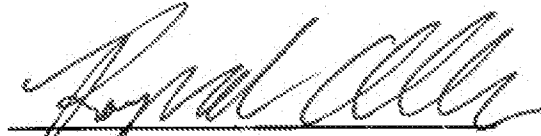
## Total Attachments: 3

source=BWB Extracft from Asset Transfer Agreement 2017\_06\_22#page1.tif  
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**EXTRACT FROM ASSET TRANSFER AGREEMENT**

Attached hereto as Exhibit 1 is a true and correct copy of an excerpt from an asset transfer agreement executed on May 21, 2015.

June 22, 2017

A handwritten signature in black ink, appearing to read 'Raymond Allen', written over a horizontal line.

Raymond Allen  
General Counsel  
Burning Man Project  
660 Alabama St. 4<sup>th</sup> Floor  
San Francisco, CA 94104  
Telephone: 415-865-3800

## **EXHIBIT 1**

### **ASSET TRANSFER AGREEMENT**

This Asset Transfer Agreement (the "Agreement") is entered into as of May 21, 2015 (the "Execution Date") by and between Burning Man Project, a California nonprofit public benefit corporation recognized as exempt under Section 501(c)(3) of the Internal Revenue Code ("IRC") and Section 23701d of the California Revenue and Taxation Code ("R&TC") ("Transferee" or "BMP"), and Burners Without Borders, a California nonprofit public benefit corporation ("Transferor" or "BWB"). Transferor and Transferee shall be collectively referred to as the "Parties" and individually each as a "Party."

#### **RECITALS**

\* \* \*

WHEREAS, Transferor has elected to wind-up its affairs and dissolve;

WHEREAS, Transferor desires to transfer its assets in connection with its dissolution and its Articles of Incorporation require it, upon dissolution, to transfer any remaining assets after satisfying any debts and obligations to another nonprofit organization that is organized and operated exclusively for charitable purposes and that has established its tax-exempt status under IRC Section 501(c)(3);

WHEREAS, Transferee is a nonprofit organization that is organized and operated exclusively for charitable purposes and has established its tax-exempt status under IRC Section 501(c)(3) and R&TC Section 23701d;

WHEREAS, according to Transferor's Bylaws, Transferee is the sole Voting Member, as defined in the Bylaws, of Transferor and, if Transferee remains recognized as exempt under IRC Section 501(c)(3), it may receive the assets of Transferor upon the dissolution of Transferor;

WHEREAS, Transferor's Board of Directors has determined that the exempt purposes of Transferee are consistent with the exempt purposes of Transferor and that Transferee will be able to use Transferor's assets in furtherance of its exempt purposes upon Transferor's dissolution;

\* \* \*

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, the Parties hereby agree as follows:

## ARTICLE 1. TRANSFER OF ASSETS

1.1 Closing; Effective Date. The exchange of documents with respect to the transfer of the Assets (as defined below) (the "Closing") shall occur on June 30, 2015, or on such other date as may be mutually agreed upon by the Parties in writing (either, the "Effective Date"). The Closing shall only occur if all the conditions precedent and other matters required to be completed as of the Closing have been completed or duly waived.

1.2 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, on the date of the Closing, Transferor shall transfer, convey, assign and deliver to Transferee, and Transferee shall acquire from Transferor, the following assets (collectively the "Assets"):

\* \* \*

(e) Intellectual Property. All of Transferor's rights, title, and interest in and to any and all intellectual property in which it has an interest, including, but not limited to:

(i) the fictitious business names, trade names, trademarks, logos, copyrights, and service marks used in connection with the operation of Transferor's activities, whether or not registered, including, without limitation, Burners Without Borders and BWB; and

(ii) the URLs and internet domain names and registrations held or owned by Transferor and used in connection with Transferor's activities.

(f) Goodwill. The goodwill relating to Transferor's activities.

\* \* \*

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed by their respective authorized representatives as of the Execution Date.