

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	04/28/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Decommodification, LLC		06/06/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Burning Man Project		
<b>Street Address:</b>	660 Alabama St. 4th Floor		
<b>Internal Address:</b>	Attention: Legal Department		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94110		
<b>Entity Type:</b>	Non-Profit Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87060168	BURNER EXPRESS	
<b>Serial Number:</b>	86583271		
<b>Serial Number:</b>	78218887	DECOMPRESSION	
<b>Serial Number:</b>	78218842	BLACK ROCK CITY	
<b>Serial Number:</b>	78215401	BURNING MAN	
<b>Serial Number:</b>	78218866	FLAMBE LOUNGE	
<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>	415-865-3800		
<b>Email:</b>	legal@burningman.org		
<b>Correspondent Name:</b>	Burning Man		
<b>Address Line 1:</b>	660 Alabama Street 4th Floor		
<b>Address Line 2:</b>	Attention: Legal Department		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94110		
<b>NAME OF SUBMITTER:</b>	Angela Williams		
<b>SIGNATURE:</b>	/Angela Williams/		

OP \$165.00 87060168

DATE SIGNED:	07/25/2018
<b>Total Attachments: 3</b> source=2018-07-06 Extract from Trademark Assignment Agreement#page1.tif source=2018-07-06 Extract from Trademark Assignment Agreement#page2.tif source=2018-07-06 Extract from Trademark Assignment Agreement#page3.tif	

**EXTRACT FROM TRADEMARK ASSIGNMENT AGREEMENT**

Attached hereto as Exhibit 1 is a true and correct copy of an excerpt from a trademark assignment agreement executed on June 6, 2018, and effective April 28, 2018.

July 6, 2018

A handwritten signature in cursive script, appearing to read "Raymond Allen", written over a horizontal line.

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

## **EXHIBIT 1**

This [Trademark Assignment] Agreement ("the Agreement") is made and entered as of April 28, 2018 (the "Effective Date"), by and between Decommodification, LLC, a Nevada limited liability corporation ("Assignor"), and Burning Man Project, a California nonprofit public benefit corporation recognized as exempt under section 501(c)(3) of the Internal Revenue Code ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

**WHEREAS**, the Burning Man Event created a culture and community which evolved beyond the private company first established by Assignor's founders, and in 2010, they embarked on a path to create a new nonprofit organization whose mission would be to facilitate and extend the culture that has issued from the Burning Man Event into the larger world; and

\* \* \*

**WHEREAS**, While this new nonprofit organization was formed and qualified, Assignor was created to protect, manage and hold certain registered trademarks, unregistered trademarks, distinctive signs constituting a potential trademark, and domain names identified in Exhibit A, attached hereto and incorporated by reference herein (collectively, the "Trademarks"); and

\* \* \*

**WHEREAS**, Assignor wishes to transfer all its rights, title and interest in and to the Trademarks to Assignee, and Assignee wishes to acquire such rights, according to the terms and conditions of this agreement;

\* \* \*

**NOW THEREFORE**, ... the Parties agree as follows:

1. **Assignment.** Assignor irrevocably assigns, sells, conveys, and transfers to Assignee all of Assignor's worldwide right, title and interest in and to the Trademarks, including but not limited to (i) all registration rights with respect to the Trademarks; (ii) any rights to prepare derivative marks, (iii) all goodwill associated with the Trademarks; (iv) all income, royalties or claims relating to the Trademarks due or payable on or after the date of this Assignment; and (v) all rights to sue for past, present and future infringement or misappropriations of the Trademarks.

\* \* \*

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be executed the day and year first above written.

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**SCHEDULE A: LIST OF MARKS, LOGOS, AND DOMAIN NAMES**

**1. Registered United States Trademarks**

- a) BURNING MAN (United States Patent & Trademark Office ("USPTO")  
Registration No. 2813051)
- b) Burning Man logo design mark (USPTO Registration No. 4854874)
- c) BLACK ROCK CITY (USPTO Registration No. 2963068)
- d) DECOMPRESSION (USPTO Registration No. 2800513)
- e) BURNER EXPRESS (USPTO Registration No. 5127979)
- f) FLAMBE LOUNGE (USPTO Registration No. 2813064)

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