

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519086

<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>
505 Barton Creek Drive LLC		04/05/2019	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	With Pause LLC		
<b>Street Address:</b>	795 Enati Way		
<b>City:</b>	Fox Island		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98333		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4921173	LEVEL UP MENTORING	
<b>Registration Number:</b>	4921174	LEVEL UP MENTORING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668441522		
<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>	2064883391		
<b>Email:</b>	LAUREN@LBURGON.COM		
<b>Correspondent Name:</b>	Lauren R Burgon		
<b>Address Line 1:</b>	3217 44TH AVE SW		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98116		
<b>NAME OF SUBMITTER:</b>	Renee Metty		
<b>SIGNATURE:</b>	/rm/		
<b>DATE SIGNED:</b>	04/15/2019		
<b>Total Attachments: 7</b>			
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## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of April 5, 2019 (the "Effective Date"), by and among 505 Barton Creek Drive LLC, an Illinois limited liability company, ("505 Barton Creek") and With Pause LLC, a Washington limited liability company ("With Pause").

### RECITALS

- A. 505 Barton Creek is the owner of the trademark registrations listed on Exhibit A (the "Trademark Registrations") and the trademarks referred to in the Trademark Registrations (the "Trademarks").
- B. With Pause wishes to acquire 505 Barton Creek's rights in the trademarks referred to in the Trademark Registrations, and 505 Barton Creek wishes to sell such rights to With Pause on the terms and conditions set forth below.

### AGREEMENT

THEREFORE, in consideration of the payment of the Purchase Price by With Pause to 505 Barton Creek and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, With Pause and 505 Barton Creek hereby agree as follows:

- 1. **ASSIGNMENT.** Upon full payment of the Purchase Price, 505 Barton Creek will irrevocably assign, convey and transfer to With Pause, all of 505 Barton Creek's right, title and interest in and to the Trademark Registrations and the Trademarks, together with all goodwill associated therewith (the Transferred Trademarks"), and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, the same to be held and enjoyed by With Pause for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by 505 Barton Creek if this assignment had not been made; and 505 Barton Creek will also transfer to With Pause the levelupmentors.com domain name.
- 2. **PURCHASE PRICE.** The purchase price for the Transferred Trademarks is \$500 (the "Purchase Price"), which is payable by With Pause to the law firm of McAndrews, Held, & Malloy by wire transfer of immediately available funds, directed to an account designated by McAndrews, Held, & Malloy.
- 3. **505 BARTON CREEK'S COVENANTS.** 505 Barton Creek covenants and agrees that, after the Transferred Trademarks have been assigned to With Pause, it:
  - a. will not contest With Pause's full and complete ownership of the Transferred Trademarks for any product or service, including the rights to use, license the use of, transfer, and/or register the Transferred Trademarks for any product or service; and

- b. will not use or seek to register the Transferred Trademarks or a confusingly similar trademark for any product or service.
4. **CANCELLATION NO. 92069334.** With Pause is fully aware of and has obtained legal counsel regarding the Petition to Cancel the Trademark Registrations filed by SCVNGR, Inc. in United States Patent and Trademark Office (“USPTO”) Cancellation No. 92069334. Upon execution of this Agreement, With Pause assumes sole responsibility for Cancellation No. 92069334. Within five (5) days of the execution of this Agreement, With Pause shall inform SCVNGR, Inc. and the USPTO’s Trademark Trial and Appeal Board (“TTAB”) that it has acquired the Trademark Registrations. 505 Barton Creek may, at its sole discretion, file a Motion with the TTAB requesting that it be removed as a named party to Cancellation No. 92069334.
5. **COOPERATION; COSTS AND EXPENSES.**
  - a. With Pause shall be responsible for preparation and recordation of all documentation required to perfect the transfer of the Transferred Trademarks and the levelupmentors.com domain name.
  - b. Each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.
6. **WITH PAUSE'S REPRESENTATIONS AND WARRANTIES.** With Pause represents and warrants to 505 Barton Creek that as of the Effective Date:
  - a. It is a corporation duly organized and in good standing under the laws of Washington. It has full right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. All requisite corporate action has been taken by it in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. Each of the persons signing this Agreement on its behalf is duly authorized to do so.
  - b. Any and all consents and approvals which may be required in order for it to enter into this Agreement or consummate the transactions contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by it are and shall be valid, legally binding obligations of and enforceable against it, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which it is subject or by which it is bound, or constitute a breach or default under any agreement or other obligation to which it is a party or otherwise bound.
7. **505 BARTON CREEK’S REPRESENTATIONS AND WARRANTIES.** 505 Barton Creek warrants and represents to With Pause that as of the Effective Date:

- a. 505 Barton Creek is a corporation duly organized and in good standing under the laws of the State of Illinois. 505 Barton Creek has full right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. All requisite corporate action has been taken by 505 Barton Creek in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. Each of the persons signing this Agreement on behalf of 505 Barton Creek is duly authorized to do so.
- b. Any and all consents and approvals which may be required in order for it to enter into this Agreement or consummate the transactions contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by it are and shall be valid, legally binding obligations of and enforceable against it, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which it is subject or by which it is bound, or constitute a breach or default under any agreement or other obligation to which it is a party or otherwise bound.

**8. MISCELLANEOUS.**

- a. Subject to 505 Barton Creek's compliance with Paragraph 1 above, With Pause releases 505 Barton Creek, its parent corporation, subsidiaries and affiliates, predecessors and successors in interest, past, present and future officers, directors, agents, attorneys, heirs and their liability insurers from any and all claims With Pause may have against 505 Barton Creek, its parent corporation, subsidiaries and affiliates, predecessors and successors in interest, past, present and future officers, directors, agents, attorneys, heirs and their liability insurers relating to the subject matter of this Agreement.
- b. Subject to With Pause's compliance with Paragraph 2 and 4 above, 505 Barton Creek releases With Pause, its parent corporation, subsidiaries and affiliates, predecessors and successors in interest, past, present and future officers, directors, agents, attorneys, heirs and their liability insurers from any and all claims 505 Barton Creek may have against With Pause, its parent corporation, subsidiaries and affiliates, predecessors and successors in interest, past, present and future officers, directors, agents, attorneys, heirs and their liability insurers relating to the subject matter of this Agreement.
- c. All notices, payments, and statements which are required or may be given, shall be in writing, in the English language, and either:
  - i. personally delivered;
  - ii. sent via commercial overnight courier; or
  - iii. sent by email.

Notices shall be addressed as follows:

If to 505 Barton Creek:

Ronald A. DiCerbo  
McAndrews, Held & Malloy  
500 West Madison Street, 34th Floor  
Chicago Illinois 60661  
rdicerbo@mcandrews-ip.com

If to With Pause:

795 Enati Way  
Fox Island, WA 98333-9750

Notices sent by personal delivery or commercial overnight courier are effective upon receipt. Notices sent by email are effective upon transmission, provided that the sender does not receive any indication that the email has not been successfully transmitted. The notice contacts, addresses, phone numbers, and email addresses may be changed by giving notice in accordance with this Agreement.

- d. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. 505 Barton Creek may assign its rights and obligations under this Agreement without obtaining the consent of With Pause, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. With Pause may not assign its rights or obligations under this Agreement to any successor or other party except upon the prior written consent of 505 Barton Creek, which will not be unreasonably withheld, and provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. Any attempted assignment not in compliance with the foregoing shall be null and void.
- e. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties hereto.
- f. If a dispute arises between the parties relating to this Agreement, the parties will attempt in good faith to resolve the dispute promptly through negotiations between representatives who have authority to settle the dispute. If the dispute is not resolved within 20 days after a party requested negotiations, the parties will promptly enter into mediation through an agency agreed to by both parties. If the dispute is not resolved by mediation within 40 days after a party made a demand for mediation, the dispute may be resolved through litigation. No party will

initiate litigation over the dispute while the negotiations or mediation are ongoing, unless necessary to prevent a limitations period from barring a claim, or to seek emergency relief pending the outcome of the negotiations or mediation. Any such litigation will be filed only in the federal or state courts located in Cook County, Illinois, and the parties consent to and waive any objection to jurisdiction and venue in those courts.

- g. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto. This Agreement will be construed as if jointly drafted by the parties. When used in this Agreement, the term “including” does not limit the preceding terms.

This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all of the parties, shall be deemed an original, but all of which when taken together shall constitute one agreement. Facsimile signatures are binding.

IN WITNESS WHEREOF, the parties have executed this Agreement on the above Effective Date.

505 BARTON CREEK DRIVE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_


WITH PAUSE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A – Trademark Registrations

Trademark	U.S. Registration No.	Goods/Services
LEVEL UP MENTORING	4921173	(Int'l Class: 35) Business consulting and information services; organizing business networking events in the field of general business. (Int'l Class: 41) Education services, namely, providing mentoring, seminars, and workshops in the field of business.
LEVEL UP MENTORING and Design 	4921174	(Int'l Class: 35) Business consulting and information services; organizing business networking events in the field of general business. (Int'l Class: 41) Education services, namely, providing mentoring, seminars, and workshops in the field of business.



g No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto. This Agreement will be construed as if jointly drafted by the parties. When used in this Agreement, the term "including" does not limit the preceding terms.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the above Effective Date.

505 BARTON CREEK DRIVE LLC

By: Mary LaRoque, Manager

Name: Mary LaRoque

Title: Managing Member

WITH PAUSE LLC

By: [Signature]

Name: Renee Metty

Title: Founder + CEO