

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big IP OPCO, LLC		03/29/2023	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Portland General Electric Company		
Street Address:	121 SW Salmon Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5530637	PROJECT ZERO	
Registration Number:	5530638	PROJECT ZERO	
CORRESPONDENCE DATA			
Fax Number:	5035955301		
<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:	5035955300		
Email:	ptotmdocket@klarquist.com		
Correspondent Name:	Lisa M. Caldwell		
Address Line 1:	121 SW Salmon Street		
Address Line 2:	One World Trade Center, Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	2460-104054-01		
NAME OF SUBMITTER:	Lisa M. Caldwell		
SIGNATURE:	/Lisa M. Caldwell/		
DATE SIGNED:	03/30/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AND AGREEMENT

This TRADEMARK ASSIGNMENT AND AGREEMENT ("AGREEMENT") is by and between Big IP OPCO, LLC, a Utah limited liability company, with a place of business at 1250 N. Flyer Way, Suite 100, Salt Lake City, Utah 84116 (hereinafter "Assignor"); and Portland General Electric Company, an Oregon corporation, with a place of business at 121 SW Salmon Street, Portland, Oregon 97204 (hereinafter "Assignee"), the parties collectively referred to hereinafter, at times, as the "Parties".

WHEREAS, Assignor is the owner of the following U.S. Federal Trademark Registrations and all corresponding common law trademark rights:

1. U.S. Trademark Registration No. 5,530,637 for the mark PROJECT ZERO reciting "Charitable services, namely, organizing and developing projects to promote awareness of carbon neutral initiatives and environmental conservation" in Class 35 and "Charitable services, namely, providing financial sponsorship of carbon neutral initiatives and environmental conservation" in Class 36; and
2. U.S. Trademark Registration No. 5,530,638 for the mark PROJECT ZERO & Design reciting "Charitable services, namely, organizing and developing projects to promote awareness of carbon neutral initiatives and environmental conservation" in Class 35 and "Charitable services, namely, providing financial sponsorship of carbon neutral initiatives and environmental conservation" in Class 36;

such common law trademark rights and the trademark registrations (shown in Exhibit A), collectively referred to hereinafter as "the Marks".

NOW THEREFORE, in consideration of good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual promises set forth herein, the Parties agree as follows:

1. ASSIGNMENT

1.1 Assignor hereby conveys and assigns to Assignee all right, title, and interest in and to the Marks together with all goodwill of the business represented and/or symbolized by the Marks, with all rights to sue and recover damages and/or profits and all other remedies, for present or future infringements concerning the Marks.

2. PHASE-OUT PERIOD

2.1 Assignor has an unlimited phase-out period starting on the Effective Date of this Agreement, during which the Assignor may use the Marks in manners in existence on the Effective Date of this Agreement, such uses comprising use in pamphlets, advertisements, packaging, collateral materials, and the like, bearing the Marks, as long as such uses during the phase-out period are directly related to, and limited to, use in connection with Assignor's products or services in the beauty or hair extension industries.

2.2 Assignee agrees not to object to Assignor's phase-out period uses of the Marks as set forth in section 1.1 during the phase-out period.

2.3 Assignor agrees that no new uses of the Marks will be made during the phase-out period without Assignee's prior written consent, which shall not be unreasonably withheld.

2.4 Assignor will cease all uses of the Marks after the phase-out period.

2.5 All Assignor material bearing or displaying the Marks shall be consistent with the current standards heretofore associated with the Marks as currently used by Assignor.

2.6 Assignor agrees to cooperate with Assignee to reasonably facilitate Assignee's control of the nature and quality of the services provided by Assignor in connection with the Marks during the phase-out period to ensure that Assignor's current, reasonable quality standards applied to the Marks are maintained during the phase-out period. Assignee is in no manner responsible for any loss of such current reasonable standards associated with the Marks that may occur as a result of actions or inaction of Assignor.

3. POTENTIAL FUTURE USE BY ASSIGNOR

3.1 If at anytime after the Effective Date of this Agreement, Assignor desires to make new use of the Marks in any manner relating or corresponding to Assignor's products or services in the beauty or hair extension industries, Assignee agrees to cooperate in good faith with Assignor to enter into a coexistence agreement regarding the Parties' respective uses of the Marks, and Assignee further agrees that it shall not require the payment of any license fees by Assignor in connection with such coexistence agreement.

4. ENTIRE AGREEMENT

4.1 This writing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no modifications or revisions of this Agreement shall have any force or effect unless the same are in writing and executed by the parties hereto.

This Agreement has an Effective Date as of BIG IP OPCO, LLC's signature date below.

BIG IP OPCO, LLC

By: Abby Barraclough
Name: Abby Barraclough
Title: General Counsel
Date: Mar 29, 2023


PORTLAND GENERAL ELECTRIC COMPANY

By: AGL
Name: Angelica Espinosa
Title: Vice President General Counsel
Date: Mar 29, 2023

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EXHIBIT A

REGISTERED MARKS

MARK	COUNTRY	REG. NUMBER	REG. DATE	CURRENT OWNER INFORMATION
	U.S.	5,530,638	July 31, 2018	Big IP OPCO, LLC
PROJECT ZERO	U.S.	5,530,637	July 31, 2018	Big IP OPCO, LLC