

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HW, LLC		03/31/2014	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	HER, INC.		
Street Address:	8100 E. Indian School Rd #203		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3904503	1000WOMEN	
Registration Number:	3934538	1000WOMEN	
Registration Number:	3573374	EMPOWHER	
Registration Number:	3903873	EMPOWHER	
Registration Number:	3903874	EMPOWHER	
Registration Number:	4007478	EMPOWHER NETWORK	
Registration Number:	3965846	HER	
Registration Number:	4255929	HER	
CORRESPONDENCE DATA			
Fax Number:	6026409050		
<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:	602-640-9311		
Email:	trademarks@omlaw.com		
Correspondent Name:	Jonathan F. Ariano		
Address Line 1:	2929 N. Central Ave.		
Address Line 2:	c/o Osborn Maledon, P.A.		
Address Line 4:	Phoenix, ARIZONA 85012		
ATTORNEY DOCKET NUMBER:	16178.2		

CH \$215.00 3904503

NAME OF SUBMITTER:	Jonathan F. Ariano
SIGNATURE:	/jonathan.f.ariano/
DATE SIGNED:	08/22/2014
Total Attachments: 4 source=Trademark Assignment - HER, INC#page1.tif source=Trademark Assignment - HER, INC#page2.tif source=Trademark Assignment - HER, INC#page3.tif source=Trademark Assignment - HER, INC#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 31, 2014, is made by HW, LLC, an Arizona limited liability company, ("Assignor"), in favor of HER INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and/or applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark

Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Acquisition Agreement. The terms of the Asset Acquisition Agreement, dated as of the date hereof, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Acquisition Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Acquisition Agreement and the terms hereof, the terms of the Asset Acquisition Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

HW, LLC

By: Michelle K. Robson

Name: Michelle King Robson

Title: Manager

Address for Notices:

8100 E. Indian School Rd #203,
Scottsdale, AZ 85251

AGREED TO AND ACCEPTED:

HER INC.

By: Michelle K. Robson

Name: Michelle King Robson

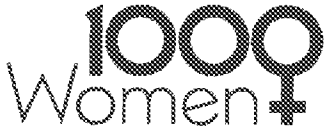
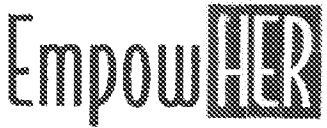



Title: President

Address for Notices:

8100 E. Indian School Rd #203,
Scottsdale, AZ 85251

SCHEDULE 1

ASSIGNED TRADEMARK APPLICATIONS AND/OR REGISTRATIONS

Mark	Owner	Reg. Appl. Number
United States		
1000WOMEN	HW, LLC 4747 N. Scottsdale Rd., #C1003 Scottsdale, AZ 85251	3904503
	HW, LLC 4747 N. Scottsdale Rd., #C1003 Scottsdale, AZ 85251	3934538
EMPOWHER	HW, LLC 16 Biltmore Estates Phoenix, AZ 85016	3573374
	HW, LLC 4747 N. Scottsdale Rd. #C1003 Scottsdale, AZ 85251	3903873
	HW, LLC 4747 N. Scottsdale Rd. #C1003 Scottsdale, AZ 85251	3903874
EMPOWHER NETWORK	HW, LLC 4747 N. Scottsdale Rd., #C1003 Scottsdale, AZ 85251	4007478
	HW, LLC 4747 N. Scottsdale Rd., #C1003 Scottsdale, AZ 85251	3965846
	HW, LLC 4747 N. Scottsdale Rd., #C1003 Scottsdale, AZ 85251	4255929