

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317564

<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>
Minerva Organics LLC		09/21/2014	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thrive Everywhere Inc.		
<b>Street Address:</b>	1026 NE 65TH ST #A102		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98115		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4066550	THRIVE	
<b>Registration Number:</b>	4066729	THRIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2069733994		
<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>	4254403366		
<b>Email:</b>	gavin@invigorlaw.com		
<b>Correspondent Name:</b>	Gavin Johnson		
<b>Address Line 1:</b>	146 N Canal St Suite 350		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98103		
<b>NAME OF SUBMITTER:</b>	Gavin Johnson		
<b>SIGNATURE:</b>	/Gavin Johnson/		
<b>DATE SIGNED:</b>	09/22/2014		
<b>Total Attachments: 3</b>			
source=Thrive Everywhere Inc. - (signed) Trademark Assignment - 09.21.14#page1.tif			
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## TRADEMARK ASSIGNMENT

This agreement to assign the trademarks of one entity to another (the "Agreement") is entered into on September 21, 2014, between Minerva Organics LLC, a Washington limited liability company ("Assignor") and Thrive Everywhere Inc., a Washington corporation ("Assignee"), referred to collectively as the "Parties."

### Background:

Assignor is the owner of the "thrive" trademarks identified and registered with the United States Patent and Trademark Office as Reg. No. 4,066,550 and Reg. No. 4,066,729 (the "Trademarks"); and

Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity.

The parties agree to the following terms:

#### 1. Trademark Assignment

Assignor agrees to irrevocably assign to Assignee all rights, title, and interest, including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights, in and to the Trademarks.

#### 2. Consideration

In consideration for the assignment detailed in Section 1, Assignee agrees to pay Assignor the sum of \$1.00.

#### 3. Representations and Warranties

3.1. Assignor represents and warrants to Assignee:

3.1.1. Assignor has the right, power and authority to enter into this Agreement;

3.1.2. Assignor is not aware of any competing claims for ownership of the mark;

3.1.3. Assignor is not aware of any claims, pending or threatened, with respect to Assignor's rights in the Trademark;

3.1.4. This Agreement is valid, binding and enforceable in according to its terms in all relevant jurisdictions; and

3.1.5. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Entire Agreement**

This Agreement constitutes the entire agreement and supersedes all prior agreements between the Parties with respect to the subject matter of this Agreement.

5. **Amendment**

This Agreement may be amended only by a written agreement signed by the Parties and attached to this Agreement.

6. **Severability**

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) the provision will be interpreted, construed, or reformed to the extent reasonably required to render the provision valid, enforceable, and consistent with the original intent underlying such provision; (b) the provision will remain in effect to the extent that it is not invalid or unenforceable; and (c) the invalidity or unenforceability of the provision will not affect any other portion of this Agreement.

7. **Agreement to Perform Necessary Acts**

Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **Choice of Law and Venue**

The laws of the state of Washington will govern any dispute arising under or relating to this Agreement. The parties submit to the jurisdiction of the state of Washington and federal courts for or in Seattle, King County, Washington, and agree that any legal action or proceeding relating to this Agreement may be brought in such courts.

9. **Assignment**

Nothing in this Agreement, express or implied, is intended to confer on any party other than the Parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10. **Binding Agreement**

This Agreement will be binding on the transferees, successors, assigns, and legal representatives of the Parties.

11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be enforceable against the parties actually executing such parts, and all of which together shall constitute one instrument.

9/21/14  
Date

9/21/14  
Date



\_\_\_\_\_  
Monika Kinsman, on behalf of Assignor



\_\_\_\_\_  
Monika Kinsman, on behalf of Assignee