

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381393

<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>
Chelsea Rossi		04/13/2016	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emerson Grace Boutique LLC		
<b>Also Known As:</b>	The #Momlife Company		
<b>Street Address:</b>	13500 SW Pacific HWY, Ste. 58-488		
<b>City:</b>	Tigard		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97223		
<b>Entity Type:</b>	Limited Liability Company: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86758452	#MOMLIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8663876875		
	<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>	503-336-1214		
<b>Email:</b>	matthew@mohriplaw.com, sarah@mohriplaw.com		
<b>Correspondent Name:</b>	Matthew N. Miller		
<b>Address Line 1:</b>	522 SW 5th Ave., Ste. 1390		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	ROSSI.601		
<b>NAME OF SUBMITTER:</b>	Matthew N. Miller		
<b>SIGNATURE:</b>	/Matthew N. Miller/		
<b>DATE SIGNED:</b>	04/21/2016		
<b>Total Attachments: 3</b>			
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OP \$40.00 86758452

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of April 13, 2016, is made by Chelsea Rossi ("Seller"), an individual, located in Beaverton, Oregon, in favor of Emerson Grace Boutique LLC ("Buyer"), an Oregon limited liability company, for the purchase of certain assets of Seller.

WHEREAS, Seller claims rights to a trademark, #MOMLIFE, for which a U.S. Trademark Application was filed on September 16, 2015, bearing serial number 86758452; and

WHEREAS, Seller wishes to convey, transfer, and assign her rights to the mark to Buyer, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

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

(a) the trademark #MOMLIFE, with U.S. Patent and Trademark Office serial number 86758452, for which an application was filed on September 16, 2015, and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller 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. Recording and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer.

3. Disclaimers. Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register, or enforce the Assigned Trademark.

4. Entire Agreement. This Trademark Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

5. 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.

6. 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.

7. 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 Oregon, without giving effect to any choice or conflict of law provision or rule whether of the State of Oregon or any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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

By: Chelsea Rossi

Name: Chelsea Rossi

AGREED TO AND ACCEPTED:

By: Chelsea Rossi

Name: Chelsea Rossi

Title: Member, Emerson Grace  
Boutique LLC

Address for Notices:

Emerson Grace Boutique LLC  
13500 SW Pacific HWY  
Suite 58-488  
Tigard, OR 97223