

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ripe Naturals LLC		06/10/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Seventh Generation, Inc.		
Doing Business As:	Seventh Generation		
Street Address:	60 Lake St.		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	Corporation: VERMONT		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86482582	CHOOSE A PRODUCT, CHANGE A LIFE!	
Serial Number:	86629995	EMPOWERMINT	
Serial Number:	86482241	THIS PRODUCT HELPS WOMEN DISCOVER HOW!	
Serial Number:	85827846	ROOTED BEAUTY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8028601003		
Email:	jmccabe@dunkielsaunders.com		
Correspondent Name:	JUSTIN W MCCABE		
Address Line 1:	91 College St.		
Address Line 4:	Burlington, VERMONT 05401		
NAME OF SUBMITTER:	Justin W. McCabe		
SIGNATURE:	/Justin W. McCabe/		
DATE SIGNED:	06/16/2016		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and executed as of this 10th day of June, 2016, by and between Ripe Naturals LLC, a Pennsylvania limited liability company with its principal place of business in Hermitage, Pennsylvania ("Assignor"), and Seventh Generation, Inc., a Vermont corporation with its principal place of business in Burlington, Vermont ("Assignee"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of June 10, 2016, by and among Assignor and Assignee (the "Agreement").

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee the Purchased Assets and has agreed to assign to the Assignee all of the Assignor's rights, title and interests in and to Assignor's intellectual property included in those assets, including without limitation the trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign trademarks, trademark registrations, trademark applications, renewal rights and all goodwill relating thereto (the "Marks").

WHEREAS, Assignor is the exclusive owner of the Marks; and

WHEREAS, Assignee wishes to be the exclusive owner of the Marks and Assignor wishes to transfer all of Assignor's ownership of the Marks to Assignee;

NOW, THEREFORE, in consideration of the Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all right, title, and interest in and to the Marks, together with the goodwill associated therewith. To the extent that any of Assignor's right or title in and to the Marks cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Marks. Assignee does hereby accept the assignment set forth above and Assignee hereby assumes and agrees to perform and discharge, from and after the date hereof, all of Assignor's obligations arising from, in connection with, or related to the Marks on, or after, the Closing Date.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past and future infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

3. Further Assurances. Assignor represents and warrants to Assignee, its successors and assigns that on the date hereof Assignor is the exclusive owner of the Marks and has the right to assign the Marks. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and

materials relating to the Marks, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Marks, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Marks; (ii) to testify in any opposition, cancelation, or other legal proceeding whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

5. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Marks.

6. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. Nothing in this Assignment supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of Assignor or Assignee contained in the Agreement. This Assignment shall be subject to the terms, conditions and covenants set forth in the Agreement and, in the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the State of Vermont. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. The undersigned hereby grant(s) the firm of Dunkiel Saunders Elliott Raubvogel & Hand PLLC of 91 College St., Burlington, VT 05402 to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

8. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Assignor and Assignee, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignor and Assignee, their successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

RIPE NATURALS LLC

By: _____

Name: _____

Title: _____

[Handwritten Signature]
Ronald Stewart
Manager

ASSIGNEE:

SEVENTH GENERATION, INC.

By: _____

Name: _____

Title: _____

Signature Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

RIPE NATURALS LLC

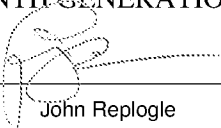
By: _____

Name:

Title:

ASSIGNEE:

SEVENTH GENERATION, INC.

By:  _____

Name: John Replogle

Title: CEO

Schedule A

Marks and Trade Names

<u>Type</u>	<u>Country State</u>	<u>Title</u>	<u>Status/Filing Date/Serial Number</u>	<u>Registration Date/ Registration Number</u>
Intent to Use Trademark	US	CHOOSE A PRODUCT, CHANGE A LIFE!	Pending Dec. 16, 2014 86/482,582	
Intent to Use Trademark	US	EMPOWERMINT	Allowed May 14, 2015 86/629,995	
Trademark/Design	US	THIS PRODUCT HELPS WOMEN DISCOVER HOW! and design	Registered Dec. 16, 2014 86/482,241	Aug. 11, 2015 4,789,623
Trademark	US	ROOTED BEAUTY	Registered Jan. 21, 2013 85/827,846	July 14, 2015 4,773,288
Trade Name	OH	ROOTED BEAUTY	Active 10/20/2014	Expiry Date: 10/20/2019

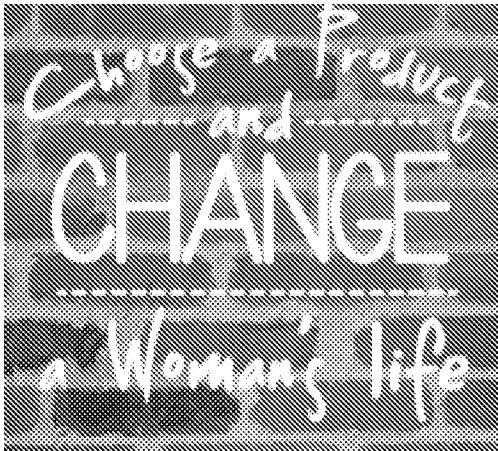
Common Law/Unregistered Trademarks:





(Design elements and stylization)

WOMAN2WOMAN



(Design elements and stylization)

YOU ARE A DIFFERENCE MAKER

