

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396077

<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>
HELLOFLO INC.		05/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SHEKNOWS, LLC		
<b>Street Address:</b>	16101 N. 82nd Street		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85260		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4520950	HELLOFLO	
<b>Registration Number:</b>	4338616	HELLOFLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6027985595		
<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>	602.798.5400		
<b>Email:</b>	baslockd@ballardspahr.com		
<b>Correspondent Name:</b>	LAUREN MCKEON		
<b>Address Line 1:</b>	1 EAST WASHINGTON STREET, SUITE 2300		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2555		
<b>ATTORNEY DOCKET NUMBER:</b>	00192361		
<b>NAME OF SUBMITTER:</b>	LAUREN MCKEON		
<b>SIGNATURE:</b>	/LAUREN MCKEON/		
<b>DATE SIGNED:</b>	08/23/2016		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “IP Assignment”), dated as of May 1, 2016, is made by HelloFlo Inc., a Delaware corporation (“Seller”), in favor of SheKnows, LLC, an Arizona limited liability company (“Buyer”).

### RECITALS

A. Pursuant to the terms of that certain Asset Purchase Agreement, dated as of April 29, 2016 (the “Asset Purchase Agreement”), by and among Buyer, Seller, and certain stockholders of Seller as set forth therein, Seller has conveyed, transferred and assigned to Buyer, among other assets, the Seller Intellectual Property Assets, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used but not defined herein shall have the meanings given them in the Asset Purchase Agreement.

B. The execution and delivery of this IP Assignment by Seller is a condition precedent to Buyer’s obligations to close the Transactions.

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 (the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the “Copyrights”);

(d) the domain names and other Seller Intellectual Property Assets set forth on Schedule 4 hereto;

(e) 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;

(f) 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

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase 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 Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP Assignment, the rights and obligations of the parties under this IP Assignment, and any claim or controversy directly or indirectly based upon or arising out of

this IP Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to any conflict of laws provision that would require the application of the Law of any other jurisdiction.

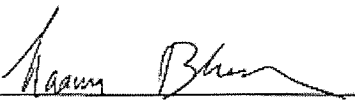
7. Notices. All notices pursuant to this Agreement shall be given in compliance with the notice provisions in the Asset Purchase Agreement.

**[SIGNATURE PAGE FOLLOWS]**

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

**SELLER:**

HelloFlo Inc.,  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**BUYER:**

SheKnows, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**SELLER:**

HelloFlo Inc.,  
a Delaware corporation

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**BUYER:**

SheKnows, LLC,  
an Arizona limited liability company

By:   
Name: KURT DONNELL  
Title: SECRETARY

**SCHEDULE 1**  
**PATENTS AND PATENT APPLICATIONS**

None.



## SCHEDULE 2

### TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

- HelloFlo Inc.
  - Reg. No. 4,520,950
  - Registered April 29, 2014
  - Ser. No. 86-038,880
  
- HelloFlo word mark (live),
  - Reg. No. 4,338,616.
  - Registered 5/21/2013.

### SCHEDULE 3

#### COPYRIGHTS REGISTRATIONS AND APPLICATIONS

Any copyrights associated with the following videos:

YouTube Videos:

- First Moon Party
- The Camp Gyno
- Postpartum: The Trailer
- Postpartum: The Musical
- Postpartum: The Poetry
- The Period Fairy
- A Visit From Aunt Flo
- Tampon Rap (Tampon Rap Contract)

Learnfromher.com Master Class Videos:

- Dealing With Eating Disorders
- Control Your Leaking
- Parenting Through Puberty
- Managing Your Family's Sugar
- Understanding Sexual Dysfunction
- Decoding Your Child's Behavior
- Fertility For Beginners
- Complete Guide To Childbirth

## SCHEDULE 4

### DOMAIN NAMES AND OTHER SELLER INTELLECTUAL PROPERTY ASSETS

#### Domain Names:

- www.HelloFlo.com (see: Master Services Agreement entered into on September 15, 2015 by and between Seller and Charming Robot LLC)
- www.learnfromher.com

#### YouTube Videos:

- First Moon Party
- The Camp Gyno
- Postpartum: The Trailer
- Postpartum: The Musical
- Postpartum: The Poetry
- The Period Fairy
- A Visit From Aunt Flo
- Tampon Rap (Tampon Rap Contract)

#### Learnfromher.com Master Class Videos:

- Dealing With Eating Disorders
- Control Your Leaking
- Parenting Through Puberty
- Managing Your Family's Sugar
- Understanding Sexual Dysfunction
- Decoding Your Child's Behavior
- Fertility For Beginners
- Complete Guide To Childbirth

The Seller Intellectual Property Assets also include written content on helloflo.com and learnfromher.com.