

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHYTOVERA		11/28/2016	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	COUNTER BRANDS, LLC		
Street Address:	2803 Colorado Avenue		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87025789	THE NEVER LIST	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	055622-3		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/kja/		
DATE SIGNED:	11/29/2016		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") effective as of November 20, 2016 ("Effective Date"), by and between PhytoVera, a Virginia limited liability company (the "Assignor") and Counter Brands, LLC, a Delaware limited liability company (the "Assignee"). Each of Assignor and Assignee are referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the U.S. federal trademark application Serial No. 87/025789 for the mark THE NEVER LIST in Classes 1, 3 and 5, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (the "Trademark");

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks owned by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- Conveyance. Assignor does hereby assign, transfer and convey to Assignee any and all rights, title, and interest as Assignor may possess in and to the Trademark; together with the goodwill symbolized by said Trademark, the portion of the business associated with and symbolized by the Trademark, and all rights and remedies against past, present, and future infringement or other violation thereof.
- Recordation. Assignee shall have the right to record Assignee as the owner of the Trademark in the United States Patent and Trademark Office and any other applicable foreign Governmental Authority or registrar.
- Further Assurances. Assignor shall, from time to time, at the request of Assignee and at Assignee's sole expense, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Assignee to effect, register or maintain the Trademark.
- Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. For purposes of execution, facsimile signatures and signature pages sent through email shall be considered effective and binding.
- Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:
PHYTOVERA

By: Tamara Blackston
Name: Tamara Blackston
Title: Founder

Acknowledged and Accepted:

ASSIGNEE:
COUNTER BRANDS, LLC

By: S. Gregg
Name: Susan Gregg Renfrew
Title: CEO

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