

TRADEMARK ASSIGNMENT COVER SHEET

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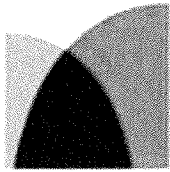
SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diffen LLC		05/24/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Metropolitan Life Insurance Company		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87337555		
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:	2125783136		
Email:	trademark@proskauer.com, metip@metlife.com		
Correspondent Name:	Heidi Constantine		
Address Line 1:	Metropolitan Life Insurance Company		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	51423-004		
NAME OF SUBMITTER:	Lee Popkin		
SIGNATURE:	/Lee Popkin/		
DATE SIGNED:	06/19/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is made as of May 24, 2017, by and between Diffen LLC, a Washington limited liability company having a principal place of business at 2205 152nd Ave NE, Redmond, Washington 98052 ("Assignor") and Metropolitan Life Insurance Company, a New York corporation having a principal place of business at 200 Park Avenue, New York, New York 10166 ("Assignee").

WHEREAS, Assignor is the owner of the right, title and interest in and to the design mark



and the trademark application with Serial Number 87/337,555 (the "Marks");

WHEREAS, Assignor and Assignee have entered into a Settlement Agreement, dated as of the date hereof (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, Assignor has agreed to transfer, assign and convey to Assignee, and Assignee has agreed to acquire from the Assignor, the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby purchases, accepts and acquires from Assignor, its entire right, title and interest in and to the Marks, including but not limited to all goodwill symbolized thereby or associated therewith, any and all common law rights thereof, and any renewals, extensions and continuations thereof, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement, and in and to all rights corresponding to the foregoing throughout the world (the foregoing collectively, the "Rights").

2. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to record this Assignment and issue such additional trademark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors or assigns solely in connection with the Marks.

3. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


4. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to any applicable conflicts of law rules or principles that would otherwise cause the application of the laws of another jurisdiction.

5. This Assignment may be executed (including by facsimile or other electronic transmission (e.g., portable data format)) with counterpart signature pages or in multiple counterparts, all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives as follows:


ASSIGNOR:

Diffen LLC

By: 
Name: NIKHILESH JASUJA
Title: FOUNDER
5/24/2017

ASSIGNEE:

Metropolitan Life Insurance Company

By: 
Name: HOWARD PYKE
Title: SUP, CR + Design
May 30 2017