

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delos Living LLC		08/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	International WELL Building Institute PBC		
Street Address:	22 Little West 12th Street		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Public Benefit Corporation: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4751584	INTERNATIONAL WELL BUILDING INSTITUTE	
Registration Number:	4914747	INTERNATIONAL WELL BUILDING INSTITUTE	
Registration Number:	4893552	INTERNATIONAL WELL BUILDING INSTITUTE	
Registration Number:	4763625	IWBI	
Registration Number:	4875550	IWBI	
Registration Number:	4366131	WELL BUILDING STANDARD	
Registration Number:	4703831	WELL BUILDING STANDARD	
Registration Number:	4886691	WELL CERTIFIED	
Registration Number:	5076663	INTERNATIONAL WELL BUILDING INSTITUTE WE	
Serial Number:	86362464	WELLOGRAPHIES	
Serial Number:	86362455	WELLOGRAPHY	
Serial Number:	86773672	WELL COMMUNITY STANDARD	
Serial Number:	86419310	WELL INTERNATIONAL WELL BUILDING INSTITU	
Serial Number:	86841047	INTERNATIONAL WELL BUILDING INSTITUTE WE	
Serial Number:	86417402	IWBI WELL CERTIFIED	
Serial Number:	86417892	WELL AP	
Serial Number:	86821277	WELL AP	
Serial Number:	86417412	WELL GOLD CERTIFIED	

OP \$590.00 4751584

Property Type	Number	Word Mark
Serial Number:	86841016	INTERNATIONAL WELL BUILDING INSTITUTE WE
Serial Number:	86417439	WELL MULTIFAMILY RESIDENTIAL CERTIFIED
Serial Number:	86417423	WELL PLATINUM CERTIFIED
Serial Number:	86417338	WELL SILVER CERTIFIED
Serial Number:	86840929	INTERNATIONAL WELL BUILDING INSTITUTE WE

CORRESPONDENCE DATA

Fax Number: 2125094600

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.

Phone: 2125094600

Email: lyndsey.waddington@vincenti.com

Correspondent Name: Vincenti & Vincenti, P.C.

Address Line 1: 61 Broadway

Address Line 2: Suite 1310

Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Lyndsey Waddington
SIGNATURE:	/Lyndsey Waddington/
DATE SIGNED:	08/29/2017

Total Attachments: 6

source=USPTO - DEED OF ASSIGNMENT - DELOS LIVING TO IWBI - 08292017#page1.tif

source=USPTO - DEED OF ASSIGNMENT - DELOS LIVING TO IWBI - 08292017#page2.tif

source=USPTO - DEED OF ASSIGNMENT - DELOS LIVING TO IWBI - 08292017#page3.tif

source=USPTO - DEED OF ASSIGNMENT - DELOS LIVING TO IWBI - 08292017#page4.tif

source=USPTO - DEED OF ASSIGNMENT - DELOS LIVING TO IWBI - 08292017#page5.tif

source=USPTO - DEED OF ASSIGNMENT - DELOS LIVING TO IWBI - 08292017#page6.tif

DEED OF ASSIGNMENT OF TRADEMARKS

AGREEMENT made as of August 1, 2017 between Delos Living LLC, a Delaware limited liability company with principal address located at 22 Little West 12th Street, 4th Floor, New York, NY 10014 ("Assignor") and International WELL Building Institute PBC., a Delaware corporation with principal address located at 22 Little West 12th Street, 4th Floor, New York, NY 10014 ("Assignee").

For good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. **Assignment of the Trademarks.** Assignor is the sole owner of all right, title and interest in and to the trademark/certification mark registrations attached in Schedule 1 and the trademark/certification mark applications attached in Schedule 2 (collectively, "Assignor's Marks"). Assignor hereby assigns, conveys, transfers and quitclaims unto Assignee all of Assignor's right, title and interest, and all attendant good will, in and to the Assignor's Marks including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the trademarks whether occurring before, on or after the date of this agreement. Assignor represents that Assignee is a successor to a portion of the Assignor's business to which the Assignor's Marks pertain. Assignor, which is ongoing and existing, formerly operated that portion of the business.

2. **General Provisions.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective successors and assigns, except that neither party shall assign any of its rights or obligations hereunder without the prior consent of the other party. No amendment or subsequent addition to this Agreement, and no representations, agreement, consent, permission, acceptances or grant or modification of any right or obligation in connection herewith shall be effective unless made in a writing duly executed by all of the parties. No oral agreement or representation subsequently made, by the parties, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any party's obligations pursuant to this Agreement. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, and where applicable, of the United States, without regard to principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

Delos Living LLC, Assignor

By: 

Name: Paul Scialla

Title: CEO


International WELL Building Institute PBC, Assignee


By: 

Name: Rick Fedrizzi


Title: CEO




Schedule 1


U.S. MARK	U.S. REG. OR SER. NO.	FILING DATE	CLASSES	OWNER
International WELL Building Institute	4751584	10/9/2014	42	Delos Living LLC
International WELL Building Institute	4914747	10/9/2014	9, 16	Delos Living LLC
	4893552	10/9/2014	9, 16, 42	Delos Living LLC
IWBI	4763625	10/9/2014	42	Delos Living LLC
IWBI	4875550	10/9/2014	9, 16	Delos Living LLC
WELL Building Standard	4366131	9/24/2012	37, 40, 42	Delos Living LLC

WELL Building Standard	4703831	8/20/2014	16, 37, 41, 42	Delos Living LLC
WELL Certified	4886691	10/7/2014	B	Delos Living LLC
	5076663	12/7/2015	B	Delos Living LLC

Schedule 2

MARK	U.S. REG. OR SERIAL NO.	FILING DATE	CLASS	OWNER
WELLOGRAPHIES	86362464	8/11/2014	16, 44	Delos Living LLC
WELLOGRAPHY	86362455	8/11/2014	16, 44	Delos Living LLC
WELL Community Standard	86773672	9/30/2015	16, 37, 41, 42	Delos Living LLC
	86419310	10/9/2014	B	Delos Living LLC

	86841047	12/7/2015	B	Delos Living LLC
IWBI WELL Certified	86417402	10/7/2014	B	Delos Living LLC
WELL AP	86417892	10/8/2014	B	Delos Living LLC
	86821277	11/16/2015	B	Delos Living LLC
WELL Gold Certified	86417412	10/7/2014	B	Delos Living LLC
	86841016	12/7/2015	B	Delos Living LLC

WELL Multifamily Residential Certified	86417439	10/7/2014	B	Delos Living LLC
WELL Platinum Certified	86417423	10/7/2014	B	Delos Living LLC
WELL Silver Certified	86417338	10/7/2014	B	Delos Living LLC
	86840929	12/7/2015	B	Delos Living LLC