

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470640

<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>
Habit, LLC		04/11/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Habit, Inc.		
<b>Street Address:</b>	1485 Park Avenue		
<b>City:</b>	Emeryville		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94608		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5282058	HABIT FOOD, PERSONALIZED	
<b>Registration Number:</b>	5277283	HABIT FOOD, PERSONALIZED	
<b>Registration Number:</b>	5297395	H	
<b>Serial Number:</b>	87153479	THE HABIT CHALLENGE SHAKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126324444		
<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>	612-632-3271		
<b>Email:</b>	ipmail@gpmlaw.com		
<b>Correspondent Name:</b>	Cheryl Johnson		
<b>Address Line 1:</b>	500 IDS Center, 80 S. 8th Street		
<b>Address Line 2:</b>	Gray Plant Mooty		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Cheryl Johnson		
<b>SIGNATURE:</b>	/Cheryl Johnson/		
<b>DATE SIGNED:</b>	04/19/2018		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), between Habit, LLC, a Delaware limited liability company located at 1485 Park Avenue, Emeryville, California 94608 ("Assignor"), and Habit, Inc., a Delaware corporation located at 1485 Park Avenue, Emeryville, California 94608 ("Company"), is executed on April 11, 2018.

### Recitals

- A. Assignor is the owner of the trademarks and service marks listed on Schedule A (the "Marks").
- B. Assignor hereby assigns the Marks to Company pursuant to a corporate reorganization.

### Assignment

In consideration of the above recitals and the promises set forth in this Assignment, the parties agree as follows:

Assignor transfers and assigns to Company all of Assignor's right, title and interest in and to the Marks, together with all associated good will and all related rights, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured, and including all rights of Assignor to sue and recover for any past, present or future infringement, dilution, damage or injury of the Marks and collect profits or damages with respect to the same. The provisions of this Assignment inure to the benefit of Company, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

The parties have executed this Assignment as of the date first written above.

Assignor: ~~Habit, LLC~~

By: Matthew Town  
Matthew Town, General Counsel

Company: ~~Habit, Inc.~~

By: Matthew Town  
Matthew Town, General Counsel

**SCHEDULE A**

**United States  
Trademarks and Service Marks**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>REGISTRATION NO.</b>
HABIT FOOD, PERSONALIZED	App. No. 86918523	Reg. No. 5282058
HABIT FOOD, PERSONALIZED and Design	App. No. 86918529	Reg. No. 5277283
H Spoon Design	App. No. 86982878	Reg. No. 5297395
THE HABIT CHALLENGE SHAKE	App. No. 87153479	--

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