

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472698

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the state of incorporation for the assignee previously recorded on Reel 005308 Frame 0601. Assignor(s) hereby confirms the transfer of serial no. 86085215, now reg. no. 4657434 to Tyme LLC..

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Luxc LLC		06/09/2014	Limited Liability Company: IOWA

## RECEIVING PARTY DATA

<b>Name:</b>	Tyme
<b>Street Address:</b>	29540 Highway 52N
<b>Internal Address:</b>	Suite B
<b>City:</b>	BELLEVUE
<b>State/Country:</b>	IOWA
<b>Postal Code:</b>	52031
<b>Entity Type:</b>	Limited Liability Company: IOWA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	4657434	TYME

## CORRESPONDENCE DATA

Fax Number: 7205364910

*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: 7205364906

Email: shane@nodiaplav.com

Correspondent Name: Shane Percival

Address Line 1: 1227 Spruce St.

Address Line 2: Suite 200

Address Line 4: Boulder, COLORADO 80302

<b>NAME OF SUBMITTER:</b>	Percival, Shane
<b>SIGNATURE:</b>	/Shane Percival/
<b>DATE SIGNED:</b>	05/04/2018

Total Attachments: 2

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OP \$40.00 4657434



**TRADEMARK ASSIGNMENT** <sup>DS</sup>  
*JS*

Correction Initials:

This TRADEMARK ASSIGNMENT ("Assignment") dated June 9, 2014, is made by Luxe LLC, an Iowa corporation having its principal place of business located at 804 N. 7<sup>th</sup> Street, Bellevue, Iowa, 52031, United States ("Assignor"), to TYME LLC, a limited liability company having its principal place of business located at 804 N. 7<sup>th</sup> Street, Bellevue, Iowa, 52031 ("Assignee").

Assignor is the owner of all right, title and interest in certain words, names, logos, symbols, designs, trade names, brand names, source indicating indicia, trade dress, trademarks, service marks and marks, whether registered or unregistered, all U.S. and foreign applications for registration of the foregoing, and all U.S. and foreign registrations for the foregoing, including, but not limited to:

U.S. Trademark: TYME, Application Serial No. 86085215, filed October 8, 2013;

Canadian Trademark: TYME, Application Serial No. 1671482, filed April 4, 2014; and

Madrid Protocol Trademark: TYME, Application Serial No. 1201313, filed April 4, 2014 (collectively, the "Marks").

Assignee desires to own Assignor's entire right, title and interest in the Marks.

NOW, THEREFORE, in considerations of the foregoing and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

Assignor hereby irrevocably transfers and assigns to Assignee, all of Assignor's worldwide right, title to and interest in the Marks, and their related registrations and applications for registration, together with any and all of the goodwill of the business symbolized by and associated with the Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions, powers and benefit to the Marks, due or accrued, and including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including without limitation rights to injunctive relief, damages, profits, royalties, costs and attorney fees, arising out of any infringement of the Marks, or injury to the related goodwill, occurring prior to or after the date of this Assignment.

Assignor agrees that, upon request and without further compensation, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing or enforcing the Marks, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to the Marks. In the event that Assignee is unable after reasonable attempt to secure Assignor's signature to any document in connection with the foregoing, Assignor hereby appoints Assignee as the Assignor's true and lawful attorney in fact, with full power of substitution in the Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action

more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

Luxe LLC

Jacynda Smith  
(Signature) (Date)

Jacynda Smith  
(Print or type name)

CEO  
(Print or type title)