

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM485575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/13/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Erin Houston		08/07/2018	INDIVIDUAL: UNITED STATES
Emily Kenney		08/07/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wearwell, LLC		
Street Address:	314 Walden Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5176108	WEARWELL	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	215.864.8352		
Email:	shorem@ballardspahr.com		
Correspondent Name:	Michael S. Shore		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Michael S. Shore		
SIGNATURE:	/Michael S. Shore/		
DATE SIGNED:	08/10/2018		
Total Attachments: 4			
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CH \$40.00 5176108

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective as of July 13, 2015 (the "Effective Date"), between Wearwell, LLC, a Delaware LLC (the "Company") and Erin Houston, an adult individual residing in Delaware, and Emily Kenney, an adult individual residing in Delaware (Erin Houston and Emily Kenney collectively, "Individuals").

WHEREAS, Individuals are the sole members of the Company and created the Company on or about the Effective Date, and prior to the Effective Date operated Company as an unincorporated business;

WHEREAS Individuals intended, as of the Effective Date, that all intellectual property related to the business of the Company and the prior unincorporated business be assigned to and owned by Company from the Effective date forward; and

WHEREAS, Individuals desire to now memorialize such intent and to assign their interests in the Intellectual Property (as defined below) to Company and Company desires to receive the Intellectual Property, effective as of the Effective Date, in exchange for good and valuable consideration in the sum of \$100.00.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto to the other, Company and Individuals, intending to be legally bound hereby, agree as follows:

1. Assignment. Individuals hereby irrevocably assign and transfer to Company without limitation or reservation, effective as of the Effective Date, all right, title, and interest, duties, and obligations in and to all trade secrets, confidential information, trademarks (including those shown in Schedule A, attached hereto), trademark applications, patents, patent applications, copyrights, copyright applications, copyrightable material, technology, designs, concepts, ideas, source code, object code, customer lists, devices, models, and works relating to the Company's business or contemplated business and the Individuals' relationship with the Company, along with any and all other intellectual property rights of whatever nature associated therewith ("Intellectual Property") that now exists or that existed as of the Effective Date, including all future rights in the Intellectual Property and including the right to sue for infringement (whether past or future) of the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property. Individuals further agree to cooperate with Company and to take all actions requested by Company that may be necessary or desirable to protect or enforce the Intellectual Property.

2. Successors and Assigns. The provisions of this Assignment shall be binding upon the successors and assigns of Individuals and Company and shall inure to the benefit of the successors and assigns of Individuals and Company, respectively.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

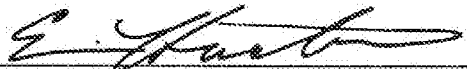
4. Governing Law. This Assignment and any schedules hereto shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof. This Assignment represents the entire understanding of the parties and may not be altered except in a writing signed by both parties.

5. Further Assurances. The Individuals shall, from time to time at the request of the Company, without any additional consideration, furnish to the Company such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be necessary or desirable, in the sole opinion of the Company, to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereby cause this Assignment to be duly executed and delivered by its authorized officers, as of the date written below.

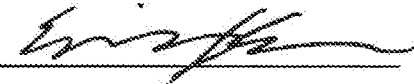
Wearwell, LLC

By: 
Name: Erin Houston
Title: Co-founder + CEO

Erin Houston



Emily Kenney



Dated: August 7, 2018

SCHEDULE A

Mark	App. No.	Reg. No.	Reg. Date	Goods/Services
WEARWELL	87154169	5176108	Apr. 04, 2017	On-line retail store services featuring subscription boxes containing clothing and accessories [, home goods]