

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seventh Generation, Inc		01/01/2018	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Rooted Beauty, Inc.		
Street Address:	310 S Harrington Street		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27603		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87331981	ROOT 7 NUTRIENTS	
Serial Number:	87296629	ROOT FOR WOMEN	
Serial Number:	86482582	CHOOSE A PRODUCT, CHANGE A LIFE!	
Serial Number:	86629995	EMPOWERMINT	
Serial Number:	86482241	THIS PRODUCT HELPS WOMEN DISCOVER HOW!	
Serial Number:	85827846	ROOTED BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	8443978265		
<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:	9198294296		
Email:	tschmidt@hutchlaw.com		
Correspondent Name:	Trevor P. Schmidt		
Address Line 1:	3110 Edwards Mill Road, Suite 300, Suite		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	obv.03		
NAME OF SUBMITTER:	Trevor P. Schmidt		
SIGNATURE:	/Trevor P. Schmidt/		
DATE SIGNED:	08/24/2018		

CH \$165.00 87331981

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “IP Assignment Agreement”), is made and entered into as of January 1, 2018, by and between Seventh Generation, Inc., a Vermont corporation (“Seller”), and Rooted Beauty, Inc., a Delaware corporation (“Purchaser”), pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, among Seller and Purchaser (the “Purchase Agreement”). Capitalized terms used in this IP Assignment Agreement and not defined herein shall have the respective meanings given such terms in the Purchase Agreement. The parties hereto agree as follows:

1. Effective as of 5:00 p.m. (Raleigh Time) on the Closing Date, Seller hereby irrevocably assigns, sells, transfers and conveys to Purchaser all of Seller’s right, title and interest, on a worldwide basis, in and to all of the Intellectual Property and Intellectual Property Rights included in the Acquired Assets (collectively, the “Property”). The Seller hereby irrevocably: (x) acknowledges that neither the Seller nor any Affiliate or Related Party (collectively, “Company Affiliates”) retains any right, title, or interest in, or any right to use, the Property, and (y) agrees (for and on behalf of itself and any Company Affiliates) not to challenge the validity of Purchaser’s ownership or use of the Property.

2. Upon each request by Purchaser, without additional consideration, the Seller agrees to promptly execute documents, testify and take other acts at the Purchaser’s expense as Purchaser may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining all intellectual property rights throughout the world related to any of the Property, in Purchaser’s name and for its benefit. If Purchaser is unable for any reason, after reasonable effort, to secure the Seller’s signature on any document needed in connection with the actions specified herein, the Seller hereby irrevocably designates and appoints Purchaser and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Seller. The Seller hereby waives and quitclaims to Purchaser any and all claims, of any nature whatsoever, which Seller now or may hereafter have for infringement of any Property assigned hereunder.

3. This IP Assignment Agreement is supplemental to the Purchase Agreement and, together with the Purchase Agreement constitutes the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the specific subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement, other than the Purchase Agreement. No modification of or amendment to this IP Assignment Agreement, nor any waiver of any rights under this IP Assignment Agreement, will be effective unless in writing and signed by the parties hereto. This IP Assignment Agreement shall be construed in accordance with, and governed in all respects by, the internal, substantive laws of the State of Delaware, without giving effect to principles of conflicts laws. This IP Assignment Agreement may be executed in separate counterparts, including facsimile, PDF, DocuSign, or other electronic counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument. If any provision of this IP Assignment Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date set forth above.

PURCHASER:

ROOTED BEAUTY, INC.

By: Douglas P Haensel

Name: Douglas P Haensel

Title: secretary

SELLER:

SEVENTH GENERATION, INC.

By: Joey Bergstein

Name: Joey Bergstein

Title: CEO, Seventh Generation

SCHEDULE II

ACQUIRED IP

1. Formulas.

- a. [REDACTED]
- b. [REDACTED]
- c. [REDACTED]
- d. [REDACTED]
- e. [REDACTED]
- f. [REDACTED]
- g. [REDACTED]
- h. [REDACTED]
- i. [REDACTED]
- j. [REDACTED]
- k. [REDACTED]
- l. [REDACTED]
- m. [REDACTED]
- n. [REDACTED]

2. Trademarks.

Type	Country/ State	Title	Status/Filing Date/Serial Number	Registration Date/Registration Number
Intent to Use Trademark	U.S.	ROOT 7 NUTRIENTS	87331981	
Intent to Use Trademark	U.S.	ROOT 7 COMPLEX	87222595	
Intent to Use Trademark	U.S.	ROOT FOR WOMEN	87296629	
Intent to Use Trademark	U.S.	CHOOSE A PRODUCT, CHANGE A LIFE!	Pending Dec. 16, 2014 86/482,582	
Intent to Use Trademark	U.S.	EMPOWERMINT	Allowed May 14, 2015 86/629,995	
Trademark/Design	U.S.	THIS PRODUCT HELPS WOMEN DISCOVER HOW! and design	Registered Dec. 16, 2014 86/482,241	Aug. 11, 2015 4,789,623
Trademark	U.S.	ROOTED BEAUTY	Registered Jan. 21, 2013 85/827,846	July 14, 2015 4,773,288