

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488057

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900458052		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Klone Lab, LLC		06/29/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fourfoot, LLC		
Street Address:	6301 Imperial Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76712		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87173297	REVITALIGN	
Registration Number:	4507476	REVITALIGNRX	
Registration Number:	5377030	REVITALIGN	
Registration Number:	4919376		
CORRESPONDENCE DATA			
Fax Number:	2147395209		
<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:	214-292-8300		
Email:	adavis@hh-iplaw.com		
Correspondent Name:	Scott Hemingway-Hemingway & Hansen, LLP		
Address Line 1:	1700 Pacific Avenue Suite 4800		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	TETR-KLONE ASSIGNMENTS		
NAME OF SUBMITTER:	D. Scott Hemingway		
SIGNATURE:	/D. Scott Hemingway/		
DATE SIGNED:	08/30/2018		

Total Attachments: 7

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EXHIBIT C

FORM OF INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Intellectual Property Assignment”) is made effective this 29th of June, 2018, by and between Klone Lab, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 9 Water Street, 3rd Floor, Amesbury, Massachusetts 01913 (“Assignor”) and Fourfoot, LLC, a limited liability company organized and existing under the laws of Texas, and having a usual place of business at 6301 Imperial Drive, Waco, Texas 76712 (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Redemption Agreement, defined below.

WHEREAS, Assignor and Assignee have entered into a Redemption Agreement dated as of even date herewith (the “Redemption Agreement”), pursuant to which Assignor has transferred and assigned to the Assignee the intellectual property set forth in Section 5(c)(iii) of the Redemption Agreement and listed in Exhibit A attached hereto (the “Intellectual Property”) and the Customer Rights (as defined in the Redemption Agreement);

WHEREAS, Assignor desires to assign, transfer, and convey all of the Assignor’s rights to the Intellectual Property and Customer Rights to Assignee, and Assignee is desirous of acquiring the Intellectual Property and Customer Rights from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, pursuant to Section 2(e) of the Redemption Agreement, the Parties are required to execute and deliver this Intellectual Property Assignment at the Closing.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires, accepts and assumes from Assignor, all of Assignor's worldwide right, title and interest in, to and under the Trademarks related to or used in connection with the associated business symbolized thereby and appurtenant thereto together with any and all goodwill associated with such marks and the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Trademarks") including, without limitation, the Trademarks identified on Exhibit A and any and all derivations thereof and logos related thereto and all applications, certificates, files, recordings, licenses, approvals and registrations and other agreements relating to any of the Assigned Trademarks, together with Assignor's worldwide right to police, monitor and enforce the Assigned Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Intellectual Property, along with the right to sue for

past infringements and collect same for Assignee's sole use and enjoyment and together with any and all further privileges in the United States and throughout the world to establish use, ownership and/or registration of the Assigned Trademarks.

2. Assignee is the successor to the entire business to which the trademarks under the trademark applications listed in Exhibit A pertain.

3. Assignor does hereby authorize the Director of the United States Patent and Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Intellectual Property and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

4. Assignor hereby warrants that it is the sole owner of the Intellectual Property and the Customer Rights. To the extent Assignor retains any right, title or interest in or to the Intellectual Property or the Customer Rights that cannot be assigned to Assignee pursuant to this Intellectual Property Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Intellectual Property and Customer Rights.

5. Assignee and Assignor also agree that multiple copies of this Intellectual Property Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

KLONE LAB, LLC

By: Tom McGee
Thomas A. McGee, Manager

ASSIGNEE:

FOURFOOT, LLC

By: _____
David B. Granger, President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

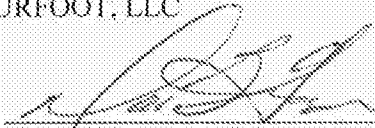
ASSIGNOR:

KLONE LAB, LLC

By: _____
Thomas A. McGee, Manager

ASSIGNEE:



FOURFOOT, LLC

By:  _____
David B. Granger, President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006425 FRAME: 0098

Exhibit A**1. Trademark Registrations and Pending Applications**

Country	Mark / RN / AN	App. No.	Reg. No.	Class
USA	REVITALIGNRX	85843417	4507476	25
USA	REVITALIGN	87173297		25
USA	REVITALIGN	87976203	5377030	25
USA		86512714	4919376	25
Canada	REVITALIGNRX	1613902	TMA978909	25
China	REVITALIGN	26375602		25
China	SPIRIT BODY MIND & SOLES	26375601		25
China		17189175	17189175	25
China	Feather Design	24936061		25
China	REVITALIGN & Design	24942773		25
China	REVITALIGN	24945984		25
European Union	REVITALIGN	015881154	015881154	25
European Union	SPIRIT BODY MIND & SOLES	015881221	015881221	25
Japan	REVITALIGN	2016-105546	5928791	25
Japan	REVITALIGNRX	5599162	2013-008201	25
Japan	SPIRIT BODY MIND & SOLES	5928793	2016-105550	25

2. Unregistered Trademarks

SPIRIT BODY MIND & SOLES

3. Domain Names

www.revitalign.com