

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496442

<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>
Bumble BE Holdings, LLC	FORMERLY aka Bumble BE Holdings LLC	10/31/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hearos, LLC		
<b>Street Address:</b>	968 Albany Shaker Road		
<b>City:</b>	Latham		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87585390	THE SHIELD	
<b>Serial Number:</b>	87464299	AIRPLUGS	
<b>Serial Number:</b>	87726948	SHOOTEARS	
<b>Registration Number:</b>	5325871	DAZZLEARS	
<b>Serial Number:</b>	86844399	EARTH PLUGS	
<b>Registration Number:</b>	5179996	PEACE & COFFEE	
<b>Registration Number:</b>	4592948	HEAROS	
<b>Registration Number:</b>	4963561	PLUG IN.	
<b>Registration Number:</b>	4592951	SLEEP PRETTY IN PINK	
<b>Registration Number:</b>	4705086	THE FUTURE IS HEAR	
<b>Registration Number:</b>	4145476		
<b>Registration Number:</b>	3443961	SLEEP PRETTY IN PINK	
<b>Registration Number:</b>	1787441	HEAROS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>	6124927000		
<b>Email:</b>	plarson@fredlaw.com		
<b>TRADEMARK</b>			

OP \$340.00 87585390

**Correspondent Name:** Patricia A. Larson, Senior Paralegal  
**Address Line 1:** Fredrikson & Byron, P.A.  
**Address Line 2:** 200 S. SIXTH STREET, SUITE 4000  
**Address Line 4:** Minneapolis, MINNESOTA 55402

**NAME OF SUBMITTER:** Patricia A. Larson

**SIGNATURE:** /Patricia A. Larson/

**DATE SIGNED:** 11/01/2018

**Total Attachments: 6**

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source=TM Assignment from Bumble Be Holdings #page6.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 31, 2018 by BUMBLE BE HOLDINGS LLC, a California limited liability company with an address at 27068 a Paz Road, Suite 648, Aliso Viejo, CA, 92656 ("Assignor"), in favor of Hearos, LLC, a Delaware limited liability company with an address at 968 Albany Shaker Rd., Latham, NY 12110 ("Assignee").

Assignor and Assignee are related entities. Assignor has agreed to assign the trademarks and trademark registrations set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect,

evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

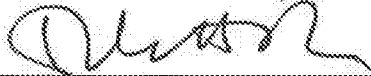
4. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor:

**BUMBLE BE HOLDINGS, LLC**

By: 

Name: Douglas Pick

Its: Manager

AGREED TO AND ACCEPTED:

Assignee:

**Hearos, LLC**

By: \_\_\_\_\_

Name: Joseph Milot, Jr.

Its: President

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

**Assignor:**


**BUMBLE BE HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Douglas Pick  
Its: Manager

AGREED TO AND ACCEPTED:

**Assignee:**

**Hearos, LLC**

By:  \_\_\_\_\_  
Name: Joseph Milot, Jr.  
Its: President



*[Signature Page to Trademark Assignment]*

**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

**Registered**

Owner	Jurisdiction	Trademark	Registration Number	Registration Date	1st Renewal Period (5th and 6th year)	2nd Renewal Period (9th and 10th year)	Successive Ten-Year Renewal Requirement Period
Bumble BE Holdings, LLC	U.S.	Hearos	1787441	8/10/93	8/10/1998 - 8/10/1999	6/24/2003 - 6/24/2004	6/24/2013 - 6/24/2014
Bumble BE Holdings, LLC	U.S.	Sleep Pretty in Pink (Class 9 and 25)	3443961	6/10/08	6/10/2013 - 6/10/2014	6/10/2017 - 6/10/2018	6/10/2019 - 6/10/2020
Bumble BE Holdings, LLC	U.S.	The Color Pink	4145476	5/22/12	5/22/2017 - 5/22/2018	5/22/21 - 5/22/22	5/22/32 - 5/22/33
Bumble BE Holdings, LLC	U.S.	Hearos (2014 Logo)	4592948	8/26/14	8/26/19 - 8/26/20	8/26/23 - 8/26/24	8/26/2033 - 8/26/2034
Bumble BE Holdings, LLC	U.S.	Sleep Pretty in Pink	4592951	8/26/14	8/26/2019 - 8/26/2020	8/26/2023 - 8/26/2024	8/26/2033 - 8/26/2034
Bumble BE Holdings, LLC	U.S.	The Future is Hear	4705086	3/17/15	3/17/2020 - 3/17/2021	3/17/2024 - 3/17/2025	3/17/2034 - 3/17/2035
Bumble Be Holdings, LLC	U.S.	Peace and Coffee	5179996	4/11/17	4/11/2022 - 4/11/2023	4/11/2026 - 4/11/2027	4/11/2036 - 4/11/2037
Bumble BE Holdings, LLC	U.S.	Plug In	4963561	5/24/16	5/24/2021 - 5/24/2022	5/24/2025 - 5/24/2026	5/24/2035 - 5/24/2036

**Non-U.S. Trademarks**

Owner	Jurisdiction	Trademark	Application / Registration No. Reg.	Application / Registration Date Reg.
Bumble BE Holdings, LLC*	MX		1432099	02/06/2014
Bumble BE Holdings, LLC*	MX		1432100	02/06/2014
Bumble BE Holdings, LLC	CN	HEAROS	App. 20783446	App. 07/27/2016
Bumble BE Holdings, LLC	CN	SLEEP PRETTY IN PINK	Reg. 22254406	Reg. 01/28/2018
Bumble BE Holdings, LLC	CN	SLEEP PRETTY IN PINK	Reg. 22254259	Reg. 01/28/2018

\* Trademarks are presently registered to a distributor of the Companies (Medisante, S.A. de C.V.). The Companies and Owner will use best efforts after the Closing to secure the assignment of these trademarks to Purchaser.

**Pending Applications**

Trademark	Jurisdiction	Status	Serial Number	Trademark Owner	Filing Date	Notice of Allowance	EXT/SOU	Publication Date
Earth Plugs	U.S.	ITU	86844399	Bumble BE Holdings, LLC	12/9/15	5/16/16	11/14/18	3/15/16
The Shield	U.S.	ITU	87585390	Bumble BE Holdings, LLC	9/5/14	05/01/18	05/01/19	05/06/18
Airplugs	U.S.	ITU	87464299	Bumble BE Holdings, LLC	5/25/17	12/5/17	12/5/18	10/10/17
Shootears	U.S.	ITU	87726948	Bumble BE Holdings, LLC	12/19/17	07/03/18	01/03/2018	05/08/18
HEAROS	CN		20783446	Bumble BE Holdings, LLC	07/27/16			