

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dara Kennedy		01/06/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ayla, LLC		
Street Address:	1825 Bush Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5033091	AYLA	
Registration Number:	4306854	AYLA	
Registration Number:	4851473	AYLA	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Knobbe Martens Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 2:	Attn: Lesley Y. Kim		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Lesley Y. Kim		
SIGNATURE:	/lesley y. kim/		
DATE SIGNED:	01/18/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is effective as of the 6th day of January, 2019 (the “**Effective Date**”), by and between, Dara Kennedy, a citizen of the United States (“**ASSIGNOR**”), and Ayla, LLC, a Delaware limited liability company (“**ASSIGNEE**”).

WHEREAS, ASSIGNOR has adopted, used, is using or has used through its licensee, Ayla, LLC, and is the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively, the “**Trademarks**”) in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks, and all use of the Trademarks by its licensee, Ayla, LLC inured to the benefit of ASSIGNOR;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks, and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registrations relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (collectively, the “**Registrations**”);

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Registrations worldwide, and any other registered or unregistered Trademarks owned or used by ASSIGNOR or its licensee, Ayla, LLC, or predecessors in interest worldwide, that include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide, and any other registered or unregistered Trademarks owned or used by ASSIGNOR or its licensee, Ayla, LLC worldwide that include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:


ASSIGNOR hereby assigns and transfers to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or its licensee, Ayla, LLC that include or are comprised of the

Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks and Registration, and other registered or unregistered trademarks or service marks, that include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or its licensee, Ayla, LLC, or predecessors in interest, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the Effective Date.

Dara Kennedy
(ASSIGNOR)



Date: 1/6/19

Ayla, LLC
(ASSIGNEE)



Name: Dara Kennedy

Title: Chief Executive Officer

Date: 1/6/19

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A – Trademarks

AYLA

SCHEDULE B - Trademark Registrations

Trademark	Reg. No.
AYLA	5033091
AYLA	4306854
AYLA	4851473

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