

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497370

<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>
Sole Society Group, Inc.		11/05/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SS IPCo, LLC		
<b>Street Address:</b>	1411 Broadway, Fourth Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4526231	SOLE SOCIETY	
<b>Registration Number:</b>	4054210	SOLE SOCIETY	
<b>Registration Number:</b>	4832396	SOLE SOCIETY	
<b>Registration Number:</b>	4832397	SOLE SOCIETY	
<b>Registration Number:</b>	5195880	SOLE SOCIETY	
<b>Registration Number:</b>	4837266	SOLE SOCIETY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6464909839		
<b>Email:</b>	trademark@abg-nyc.com		
<b>Correspondent Name:</b>	Bridgette Fitzpatrick		
<b>Address Line 1:</b>	1411 Broadway, Fourth Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Bridgette Fitzpatrick		
<b>SIGNATURE:</b>	/Bridgette Fitzpatrick/		
<b>DATE SIGNED:</b>	11/08/2018		
<b>Total Attachments: 8</b>			

OP \$165.00 4526231

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 5, 2018, is made by and between Sole Society Group, Inc., a Delaware corporation (the "Assignor") and SS IPCo, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee entered into that certain Asset Purchase Agreement, dated as of November 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the trademark registrations and applications in the United States set forth on Schedule A attached hereto and the trademark registrations and applications in foreign territories set forth on Schedule B attached hereto, including all goodwill appurtenant thereto (the "Assigned Trademarks"); and

WHEREAS, pursuant to an Asset Purchase Agreement between the Assignor and Sol Sana IP Pty Ltd ("Sol Sana"), the Assignor intends to purchase and acquire from Sol Sana, all of Sol Sana's right, title and interest in, to and under certain trademark registrations and applications, including without limitation the trademark registrations and applications set forth on Schedule C attached hereto, including all goodwill appurtenant thereto (the "After-Acquired Trademarks").

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Purchase Agreement.

Section 2. Assignment of Assigned Trademarks. The Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Assignment of After-Acquired Trademarks. Upon acquisition of the After-Acquired Trademarks, the Assignor agrees to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee agrees to purchase, assume and accept from the Assignor, all of the Assignor's right, title and interest in, to and under the After-Acquired Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the After-Acquired Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the After-Acquired Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 4. Further Assurances: Power of Attorney. At the Assignee's reasonable request and expense, each party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Agreement and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignments contemplated herein with the United States Patent and Trademark Office or any similar offices in any other country. The Assignor irrevocably grants to the Assignee a power of attorney, coupled with an interest, to execute and deliver all such assignments on Assignor's behalf and in Assignor's name and do all other lawfully permitted acts reasonably required to carry out the provisions of this Agreement if the Assignor does not comply with the Assignee's reasonable written requests within a reasonable time after the Assignee makes such a request.

Section 5. Governing Law. Any disputes arising out of or relating to this Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 6. Entire Agreement. This Agreement, together with the Purchase Agreement, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Purchase Agreement, which govern the parties' rights and interests in the Assigned Trademarks. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the date first set forth above.

SOLE SOCIETY GROUP, INC.

By:   
Name: Louisa Chen  
Title: Chief Financial Officer

SS IPCO, LLC

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT (SOLE SOCIETY)]

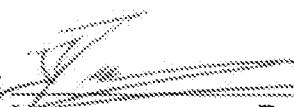
**TRADEMARK**  
**REEL: 006535 FRAME: 0882**

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the date first set forth above.

SOLE SOCIETY GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

SS IPCO, LLC

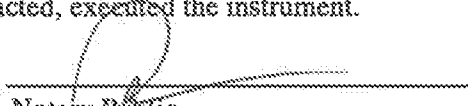
By:  \_\_\_\_\_  
Name: Jay Dubiner  
Title: General Counsel

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On the 4<sup>th</sup> day of DECEMBER, 2018, before me the undersigned, personally appeared Louisa Chen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

REYOUNG KIM  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02K16364313  
Qualified in New York County  
My Commission Expires 09-11-2021



Schedule A

[see following]

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TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
SOLE SOCIETY	85/537,737	4,526,231	18, 25	Registered
SOLE SOCIETY	85/975,760	4,054,210	35, 45	Registered
SOLE SOCIETY	86/039,440	4,832,396	9	Registered
SOLE SOCIETY	86/039,442	4,832,397	14	Registered
SOLE SOCIETY	86/039,445	5,195,880	25	Registered
SOLE SOCIETY	86/039,446	4,837,266	35	Registered