

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rooted Beauty, Inc.		09/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Grove Collaborative, Inc.		
Street Address:	1770 Union Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94150		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87222595	ROOT 7 COMPLEX	
Serial Number:	87331981	ROOT 7 NUTRIENTS	
Serial Number:	87296629	ROOT FOR WOMEN	
Serial Number:	86629995	EMPOWERMINT	
Serial Number:	86482582	CHOOSE A PRODUCT, CHANGE A LIFE!	
Registration Number:	4789623	THIS PRODUCT HELPS WOMEN DISCOVER HOW!	
Registration Number:	4773288	ROOTED BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	5108341928		
<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:	510-834-6600		
Email:	tmdocket@wendel.com		
Correspondent Name:	Richard A. Lyons		
Address Line 1:	1111 Broadway, 24th Floor		
Address Line 4:	Oakland, CALIFORNIA 94607		
NAME OF SUBMITTER:	Richard A. Lyons		
SIGNATURE:	/Richard A. Lyons/		
DATE SIGNED:	12/12/2018		

CH \$190.00 87222595

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “*Agreement*”) is made as of September 17, 2018 (the “*Closing Date*”), by and between ROOTED BEAUTY, INC., a Delaware corporation (the “*Assignor*”), and GROVE COLLABORATIVE, INC., a Delaware corporation (the “*Assignee*”). Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the parties have entered into that certain Asset Purchase Agreement, dated as of September 17, 2018, as amended (the “*Purchase Agreement*”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to own Assignor’s entire right, title, and interest in and to the trademarks, trade names, and trademark registrations and applications listed in SCHEDULE A hereto (the “*Trademarks*”).

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

1. Assignor, on behalf of itself and its predecessors and successors in interest, hereby sells, assigns and transfers to Assignee, its successors, transferees and assignees, (a) all right, title, and interest it has in or to the Trademarks, including, without limitation, common law rights in same, and (b) that part of the goodwill of Assignor’s business connected with and symbolized by the Trademarks, and further including all claims for damages by reason of past, present and/or future infringement of the Trademarks, with the right to sue for, and collect, the same for Assignee’s own use and benefit. Assignor hereby acknowledges that it retains no right to use the Trademarks and agrees not to challenge the validity of Assignee’s ownership of the Trademarks.

2. Assignor covenants that it will promptly provide to Assignee, upon such request of Assignee, all pertinent facts and documents relating to the Trademarks as may be known and reasonably accessible to Assignor and will testify as to the same in any opposition, litigation or any proceeding related thereto. At Assignee’s expense, Assignor shall execute and deliver all documents requested by Assignee and shall take all reasonably necessary steps to give effect to and further the purposes of this Agreement.

3. This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the Assignor and Assignee. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[End of Trademark Assignment Agreement – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused its duly authorized representatives to execute this Agreement effective as of the date first written above and in the capacity shown below.

ASSIGNEE:

ASSIGNOR:

GROVE COLLABORATIVE, INC.

ROOTED BEAUTY, INC.

By: Stuart Landesberg
Stuart Landesberg
President and Chief Executive Officer

By: _____
Pete Alberse
President

Address:

Address:

1462 Pine St.
San Francisco, CA 94109

310 S. Harrington St.
Raleigh, North Carolina 27603

State of _____ }
County of _____ }

On _____, 2018, before me, _____, the undersigned Notary Public, _____ personally appeared _____, _____ personally known to me or _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Signature

IN WITNESS WHEREOF, the undersigned have caused its duly authorized representatives to execute this Agreement effective as of the date first written above and in the capacity shown below.

ASSIGNEE:

GROVE COLLABORATIVE, INC.

By: _____
Stuart Landesberg
President and Chief Executive Officer

Address:

1462 Pine St.
San Francisco, CA 94109

ASSIGNOR:

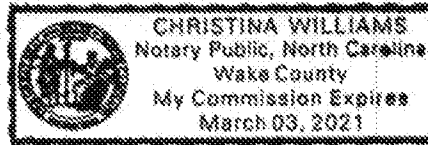
ROOTED BEAUTY, INC.

By: Pete Alberse
Pete Alberse
President

Address:

310 S. Harrington St.
Raleigh, North Carolina 27603

State of NC
County of Wake



On September 17, 2018, before me, Christina Williams, the undersigned Notary Public, personally appeared Pete Alberse, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Signature

**SCHEDULE A
TRADEMARKS**

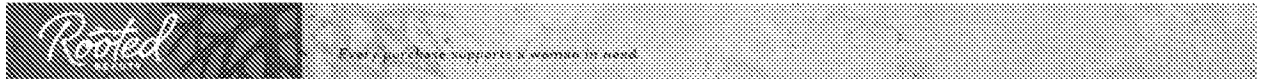
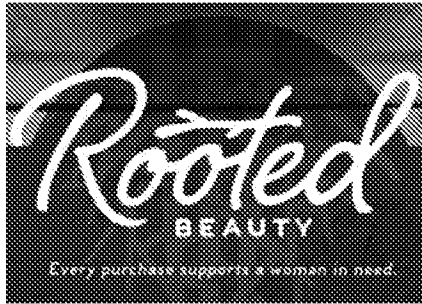
Type	Country/State	Title	Status/Filing Date/Serial Number	Registration Date/Registration Number
Intent to Use Trademark	U.S.	ROOT 7 NUTRIENTS	87331981	
Intent to Use Trademark	U.S.	ROOT 7 COMPLEX	87222595	
Intent to Use Trademark	U.S.	ROOT FOR WOMEN	87296629	
Intent to Use Trademark	U.S.	CHOOSE A PRODUCT, 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
Tradename	OH	ROOTED BEAUTY	Active 10/20/2014	Expiry Date: 10/20/2019

Common law/Unregistered trademarks and trade dress:





"Every purchase supports a woman in need."



7 Roots, One Breakthrough Formula

