

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509858

<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>
Bee Partners, LLC		02/12/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bee Partners Management Company, LLC		
<b>Street Address:</b>	50 Osgood Pl.		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94133		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4337564	BEE PARTNERS	
<b>Registration Number:</b>	4337565	BEE PARTNERS	
<b>Registration Number:</b>	4288677	BEE PARTNERS	
<b>Registration Number:</b>	4288679	BEE PARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4158362501		
<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>	415-836-2557		
<b>Email:</b>	carolanne.bashir@dlapiper.com		
<b>Correspondent Name:</b>	Heather A. Dunn, Esq., DLA Piper LLP US		
<b>Address Line 1:</b>	555 Mission Blvd., Suite 2400		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2933		
<b>ATTORNEY DOCKET NUMBER:</b>	371545-104/5/6/7		
<b>NAME OF SUBMITTER:</b>	Heather Dunn		
<b>SIGNATURE:</b>	/Heather Dunn/		
<b>DATE SIGNED:</b>	02/12/2019		
<b>Total Attachments: 3</b>			
source=ASSIGNMENT_from_LLC_to_Management_Co_LLC#page1.tif			

CH \$115.00 4337564

source=ASSIGNMENT\_from\_LLC\_to\_Management\_Co\_LLC#page2.tif

source=ASSIGNMENT\_from\_LLC\_to\_Management\_Co\_LLC#page3.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective this 12th day of February, 2019 (the "effective date") by and between Bee Partners, LLC, a California limited liability company, having its principal place of business at 50 Osgood Pl., San Francisco, California 94133 ("Assignor") and Bee Partners Management Company, LLC, a Delaware limited liability company having an address at 50 Osgood Pl., San Francisco, California 94133 ("Assignee").

### RECITALS

WHEREAS, Assignor has adopted, is using, and has registered the trademark **BEE PARTNERS**, and owns the trademark registrations set forth in attached Schedule A, including all common law rights thereto, and all goodwill pertaining thereto (collectively, the "Trademark");

WHEREAS, Assignor agrees to assign to Assignee, and Assignee agrees to accept, all right, title and interest in and to the Trademark, together with all goodwill associated therewith.

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

### ASSIGNMENT

For good and valuable consideration in the sum of One Dollar (USD \$1.00), Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials performing the same or substantially same function as the Commissioner of Patents and Trademarks of the United States of America of all other governments to issue or transfer the Trademark to Assignee, as assignee of the entire right, title, and interest therein, or otherwise as Assignee may direct and to record and register this Trademark Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees at it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any

documents, files, registration, or other similar items, to ensure that the Trademark is properly assigned to Assignee. In the event that Assignor fails to timely comply with any reasonable request of Assignee set forth in this paragraph, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark that may have accrued in Assignor's favor from the respective date of first use of the Trademarks to the effective date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, or by their respective officers thereunto duly authorized, all as of the day and year first above written.

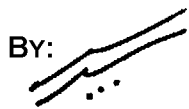
**"ASSIGNOR"**

**"ASSIGNEE"**

**BEE PARTNERS, LLC**

**BEE PARTNERS MANAGEMENT COMPANY, LLC.**

BY:



BY:



**PRINTED NAME: MICHAEL BEROLZHEIMER**

**PRINTED NAME: MICHAEL BEROLZHEIMER**

**TITLE: MANAGING PARTNER**

**TITLE: MANAGING PARTNER**

SCHEDULE A – U.S. TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>
BEE PARTNERS	USA	4337564
BEE PARTNERS	USA	4337565
BEE PARTNERS	USA	4288677
BEE PARTNERS	USA	4288679