

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512409

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sagely LLC		04/26/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sagely Holdings, Inc.		
<b>Street Address:</b>	1009 Wilshire Blvd		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5239932	SAGELY NATURALS	
<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>	3105533000		
<b>Email:</b>	jthiele@glaserweil.com		
<b>Correspondent Name:</b>	Justin Thiele		
<b>Address Line 1:</b>	10250 Constellation Blvd		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Justin Thiele		
<b>SIGNATURE:</b>	/Justin Thiele/		
<b>DATE SIGNED:</b>	03/01/2019		
<b>Total Attachments: 11</b>			
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source=Sagely Holdings, Inc. and Sagely LLC - Entity Conversion - Plan of Conversion (300620v2)#page2.tif			
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## SAGELY LLC

### PLAN OF CONVERSION

This Plan of Conversion (the "Plan of Conversion") is made as of April 26, 2018 between Sagely LLC, a(n) California limited liability company (the "Converting Entity"), and the undersigned members of the Converting Entity ("Members").

### RECITALS

The Converting Entity and the Members desire to convert the organization of the Converting Entity from a(n) California limited liability company into a Delaware corporation (the "Converted Entity") pursuant to this Plan of Conversion (the "Reorganization").

Upon the effectiveness of the Reorganization, the Converted Entity, except with respect to the Converting Entity's organizational form and state of organization and any such matters as are set forth in this Plan of Conversion, shall continue the business and affairs of the Converting Entity in all material respects and for all practical purposes.

In consideration of the foregoing and the mutual promises and covenants set forth in this Plan of Conversion and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Reorganization.** The Converting Entity and the Members agree to the Reorganization. At any time prior to the Effective Date (as defined below), this Plan of Conversion may be amended or the Reorganization may be abandoned, in either case in accordance with the applicable provisions of the Delaware General Corporation Law and the California Revised Uniform Limited Liability Company Act governing the Reorganization (the "Applicable Laws").

(a) **Plan of Conversion.** This Plan of Conversion sets forth the terms and conditions of the Reorganization, which shall be effected in accordance with the Applicable Laws. Executed copies of this Plan of Conversion will be on file at the principal place of business of the Converted Entity. Upon request and without charge, the Converted Entity will furnish copies of this Plan of Conversion to any Converting Entity Members or Converted Entity stockholders ("Stockholder") in accordance with the Applicable Laws.

(b) **Constituent Entities.** "Converting Entity" and "Converted Entity" are terms that refer to the same entity and "Constituent Entities" is a term that refers to the Converting Entity prior to the Effective Date (as defined below) and to the Converted Entity upon the Effective Date and thereafter.

(i) **Converting Entity.** The Converting Entity is Sagely LLC, a(n) California limited liability company. The Converting Entity's principal place of business address is set forth on the Converting Entity's signature page to this Plan of Conversion and is incorporated herein by this reference.

(ii) **Converted Entity.** The Converted Entity is Sagely Holdings, Inc., a Delaware corporation. The Converted Entity's principal place of business address, the name of its registered agent and the address of its registered office are set forth on the Converting Entity's signature page to this Plan of Conversion and are incorporated herein by this reference.

(c) **Effective Date.** The Reorganization will be effective in accordance with the Applicable Laws and upon the date and time (the "Effective Date") of the occurrence of the following:

(i) **Approval.** The adoption or approval of the Reorganization and this Plan of Conversion by the Converting Entity's Members, in accordance with the Applicable Laws requiring such adoption or approval in order to effect the Reorganization.

(ii) **Conditions.** The satisfaction or waiver of all the conditions precedent to the consummation of the Reorganization as specified in this Plan of Conversion.

(iii) **Government Filings.** The filing with the appropriate governmental offices of the articles or certificates of conversion, Plan of Conversion, Certificate of Incorporation (as defined below), or other similar documents necessary for the Reorganization to be effective pursuant to the Applicable Laws (the "Reorganization Certificate(s)"), including any applicable Reorganization Certificate(s) substantially in the form made available herewith or attached hereto as Exhibit A and incorporated herein by this reference, with such modifications as the managers, if any, directors or officers of the Constituent Entities, in consultation with legal counsel, determine are necessary or advisable. The Reorganization Certificate(s) may specify, if allowed by the Applicable Laws, that the Reorganization will be effective after the filing of the Reorganization Certificate(s) and only upon the occurrence or satisfaction, as applicable, of a date, events or other conditions.

(iv) **Other Conditions.** Reserved

(d) **Effect of Reorganization.** Upon the Effective Date and in accordance with the Applicable Laws governing the effect of the Reorganization:

(i) **Conversion of Organizational Form.** The Converting Entity shall convert into and continue its existence in the organizational form of the Converted Entity.

(ii) **Conversion of Interests.** All outstanding membership interests in the Converting Entity (the "Membership Interests") held by each member of the Converting Entity shall, by virtue of the Reorganization and without any other action, be converted into the right of such member to be issued such number of shares of Common Stock of the Converted Entity (the "Shares") as set forth in Section 2 below. Such Shares shall be issued in accordance with and subject to the terms and conditions of this Plan of Conversion. No fractional shares of the Converted Entity shall be issued.

(iii) **Continuation of Business and Affairs.** As more fully provided under the Applicable Laws, the Converted Entity (1) shall be deemed to be the same entity as the Converting Entity, (2) shall, in the manner more fully set forth in Section 265 of the Delaware General Corporation Law, continue to be vested in all of the Converting Entity's property,

interests, assets, rights, privileges, immunities, powers, franchises and authority as constituted immediately prior to the Effective Date, (3) shall continue to be subject to all actions previously taken by the Converting Entity and its members in their capacity as such, (4) shall continue to be subject to all of the debts, liabilities and obligations of the Converting Entity in the same manner as if the Converted Entity had itself incurred them, and (5) shall, except with respect to its organizational form, its state of organization and such matters as are set forth in this Plan of Conversion, continue the business and affairs of the Converting Entity in all material respects and for all practical purposes.

(iv) **Other Effects.** Reserved

(e) **Corporate Documents and Corporate Matters.**

(i) **Organizational Documents.** The form of Certificate of Incorporation substantially in the form made available herewith or attached hereto as Exhibit A and incorporated herein by this reference, with such modifications as the managers, if any, directors or officers of the Constituent Entities, in consultation with legal counsel, determine are necessary or advisable (the "Certificate of Incorporation"), will be the Certificate of Incorporation of the Converted Entity on the Effective Date and thereafter until duly amended.

(ii) **Governing Documents.** The form of Bylaws substantially in the form made available herewith or attached hereto as Exhibit B and incorporated herein by this reference, with such modifications as the managers, if any, directors or officers of the Constituent Entities, in consultation with legal counsel, determine are necessary or advisable (the "Bylaws"), upon due adoption of such Bylaws by the Converted Entity, will be the Bylaws of the Converted Entity on the Effective Date and thereafter until duly amended.

(iii) **Officers.** Each officer of the Converting Entity in office immediately prior to the Effective Date will hold the same office of the Converted Entity upon the Effective Date, each officer to serve thereafter at the pleasure of the Converted Entity's Board of Directors.

(iv) **Other Corporate Matters.** Reserved

2. **Interests Conversion into Shares and Other Matters.**

(a) **Share Issuance.** On the Effective Date:

(b) **Exchange of Membership Interests.** The Converted Entity shall issue Shares to each Member in exchange for (i) such Member's entire Membership Interests, which to the knowledge of the parties to this Plan of Conversion, are correctly set forth for each Converting Entity member in the Converting Entity consent document(s) executed in connection with the Reorganization (the "LLC Consent"), and (ii) such Member's execution and delivery to the Converted Entity of a stock issuance agreement and any additional agreements as set forth in the LLC Consent, each such agreement in the form provided by the Converted Entity.

(i) **Exchange Ratio.** For each one percent (1%) of all Membership Interests outstanding as of the Effective Date exchanged by a Converting Entity member, the Converted Entity shall issue to such member 90,000 Shares.

(c) **Consents.** On the Effective Date, each Member shall, in connection with the Reorganization, execute and deliver to the Converted Entity any stockholder consents requested by the Converted Entity, in such Member's capacity as a holder of Shares upon the Effective Date or thereafter, and shall take all actions requested by the Converted Entity for the Converted Entity's stockholders to approve (i) the initial adoption by the Converted Entity's Board of Directors of a company Stock Plan for the purpose of issuing stock options or restricted stock in the Converted Entity to its employees and consultants, and (ii) the Converted Entity's entering into indemnification agreements with its directors and officers.

(d) **Other Interest Conversion Matters.** Reserved

3. **Covenants.** In connection with the Reorganization:

(a) **Constituent Entity.** The Constituent Entities covenant and agree to do the following:

(i) **Qualification.** Qualify the Converted Entity to do business as a foreign corporation in California or such other state(s) or jurisdiction(s), if any, where the Converted Entity's officers determine such qualification is necessary or advisable; and, in connection with such qualification, irrevocably appoint an agent for service of process as may be required under the Applicable Laws.

(ii) **Converting Entity Tax Liabilities.** File all documents necessary for the Converted Entity to continue to be subject to all of the California tax liabilities of the Converting Entity, including all franchise, business privilege or similar tax liabilities; and

(iii) **Other Requirements.** Take such other actions as may be required by the Applicable Laws.

(b) **Other Covenants.** Reserved

4. **Entity-Specific Matters.** None.

5. **Tax Matters.** For federal income tax purposes, the parties intend that the Reorganization qualify as a tax-free exchange pursuant to Section 351 of the Internal Revenue Code of 1986, as amended. The Constituent Entities and their Members or Stockholders shall file all necessary federal and state tax forms and documents related to the foregoing.

6. **Further Assurances.** From time to time, as and when required by the Converted Entity or by its successors or assigns, there shall be executed and delivered on behalf of the Converting Entity such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Converted Entity the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and

authority of the Converting Entity and otherwise to carry out the purposes of this Plan of Conversion, and the Converted Entity's directors, officers or duly authorized representatives are fully authorized in the name and on behalf of the Converting Entity or otherwise to take all such action and to execute and deliver all such deeds and other instruments.

7. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Plan of Conversion, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

(b) **Entire Agreement.** This Plan of Conversion sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Plan of Conversion, nor any waiver of any rights under this Plan of Conversion, shall be effective unless in writing signed by the parties to this Plan of Conversion. No delay or failure to require performance of any provision of this Plan of Conversion shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Plan of Conversion, this Plan of Conversion, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

(e) **Notices.** Any notice, demand or request required or permitted to be given under this Plan of Conversion shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Converted Entity's books and records.

(f) **Severability.** If one or more provisions of this Plan of Conversion are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Plan of Conversion, (ii) the balance of the Plan of Conversion shall be interpreted as if such provision were so excluded and (iii) the balance of the Plan of Conversion shall be enforceable in accordance with its terms.

(g) **Construction.** This Plan of Conversion is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any;

accordingly, this Plan of Conversion shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h) **Counterparts.** This Plan of Conversion may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

(i) **Electronic Delivery.** Each of the Constituent Entities may, in its sole discretion, decide to deliver any documents related to this Plan of Conversion or any notices required by applicable law or such Constituent Entity's operating agreement, Certificate of Incorporation or Bylaws by email or any other electronic means. Each party hereby consents to (i) conduct business electronically, (ii) receive such documents and notices by such electronic delivery, and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by a Constituent Entity or a third party designated by a Constituent Entity.

[Signature Page(s) Follow]

The parties have executed this Plan of Conversion as of the date first set forth above.

**THE CONVERTING ENTITY:**

**SAGELY LLC**

E-signed using Clerkly (80842eea54107d483c7c8eb2c9c7c8d)

By: Kaley Nichol  
Kaley Nichol, Authorized Officer

1009 Wilshire Blvd., Ste. 227  
Santa Monica, CA 90401

kaley@sagelynaturals.com

Principal Place of Business Address:

1009 Wilshire Boulevard, Suite 227  
Santa Monica, CA 90401

*Converted Entity's Delaware Registered Agent and Delaware Registered Office Address:*

The Company Corporation  
2711 Centerville Road, Suite 400  
Wilmington, New Castle County, Delaware 19808

The parties have executed this Plan of Conversion as of the date first set forth above.

**MEMBER:**

**KERRIGAN BEHRENS**

E-signed using Clerky (7e7ab271d732c85eef446e6ca331e9a2)

*Kerrigan Behrens*

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2332 Penmar Avenue  
Los Angeles, CA 90291

The parties have executed this Plan of Conversion as of the date first set forth above.

**MEMBER:**

**KALEY NICHOL**

E-signed using Clerky (a24110c93c3de208b6163f318a70b8025)

*Kaley Nichol*

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1009 10th St. Apt B.  
Santa Monica, CA 90403

**EXHIBIT A**

**FORM(S) OF REORGANIZATION CERTIFICATE(S)**

[The form(s) made available herewith are incorporated herein by this reference]

**EXHIBIT B**

**FORM OF CONVERTED ENTITY BYLAWS**

[The form(s) made available herewith are incorporated herein by this reference]