

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530992

<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>
OATH INC.		03/25/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMPretty, Inc.		
<b>Street Address:</b>	97 Lincoln Rd		
<b>City:</b>	Wayland		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01778		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3657465	STYLE ME PRETTY	
<b>Registration Number:</b>	4372507	LITTLE BLACK BOOK	
<b>Registration Number:</b>	4372620	STYLE ME PRETTY	
<b>Registration Number:</b>	4541827	SMP LIVING	
<b>Registration Number:</b>	5214196	STYLE ME PRETTY	
<b>Serial Number:</b>	86916300	STYLE ME PRETTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176468646		
<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>	6176468000		
<b>Email:</b>	cxltrademarks@wolfgreenfield.com		
<b>Correspondent Name:</b>	Christina M. Licursi		
<b>Address Line 1:</b>	600 ATLANTIC AVENUE		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	S2066.40000US00		
<b>NAME OF SUBMITTER:</b>	Christina M. Licursi		
<b>SIGNATURE:</b>	/Christina M. Licursi/		
<b>DATE SIGNED:</b>	07/09/2019		

OP \$165.00 3657465

**Total Attachments: 10**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is made and entered into as of April 25, 2018 (the “**Effective Date**”) by and between OATH INC., a Delaware corporation (“**Seller**”), and SMPRETTY, INC., a Delaware corporation (“**Buyer**”). Seller and Buyer sometimes are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used in this Agreement but not otherwise defined in this Agreement will have the meanings set forth in the Asset Purchase Agreement.

### RECITALS

**A.** Seller and Buyer have entered into the Asset Purchase Agreement dated as of the date hereof (“**Asset Purchase Agreement**”) and certain Transaction Documents pursuant to which Buyer is acquiring the Purchased Assets and assuming the Assumed Liabilities; and

**B.** In connection with the transactions contemplated by the Asset Purchase Agreement, Seller and Buyer desire to have Seller assign to Buyer certain trademarks, service marks, trade names and/or logos, as set forth on Exhibit A (the “**Assigned Trademarks**”), in accordance with the terms and conditions of this Agreement.

### AGREEMENT

#### 1. ASSIGNMENT OF ASSIGNED TRADEMARKS

In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in, to and under the Assigned Trademarks (including, without limitation, the goodwill symbolized by the Assigned Trademarks, and the right to sue for past, present or future infringement, misappropriation or violation of rights in, to or under the foregoing).

#### 2. DISCLAIMER

THE ASSIGNED TRADEMARKS ARE PROVIDED “AS IS” AND SELLER AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO ANY OF THE ASSIGNED TRADEMARKS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

#### 3. GENERAL

**3.1 Subject to Agreement.** Nothing contained in this Agreement will change, amend, extend or alter (nor will it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Agreement, the provisions of the Asset Purchase Agreement will control.

**3.2 Governing Law.** This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the choice of law principles thereof.

3.3 **No Third Party Beneficiaries; Successors and Assigns.** This Agreement will be binding upon and inure solely to the benefit of each Party and its permitted successors and assigns and nothing in this Agreement is intended to or will confer upon any other Person any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

3.4 **Amendment, Waiver and Termination.** This Agreement cannot be amended, modified, supplemented, waived or terminated except by an instrument in writing specifically designated as an amendment hereto, signed by each Party.

3.5 **Headings.** The descriptive headings of this Agreement are for convenience only and do not constitute a part of this Agreement.

**Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes.

**[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Closing Date.

OATH INC.

SMPRETTY, INC.

By: *Mark Poff*

By: \_\_\_\_\_

Name: *Mark Roszkowski*

Name: \_\_\_\_\_

Title: *HEAD of Concrete Development*

Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment Agreement]*

TRADEMARK

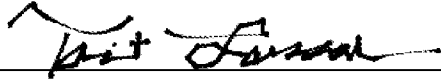
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Closing Date.

OATH INC.

SMPRETTY, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Tait Larson \_\_\_\_\_

Title: \_\_\_\_\_

Title: President \_\_\_\_\_

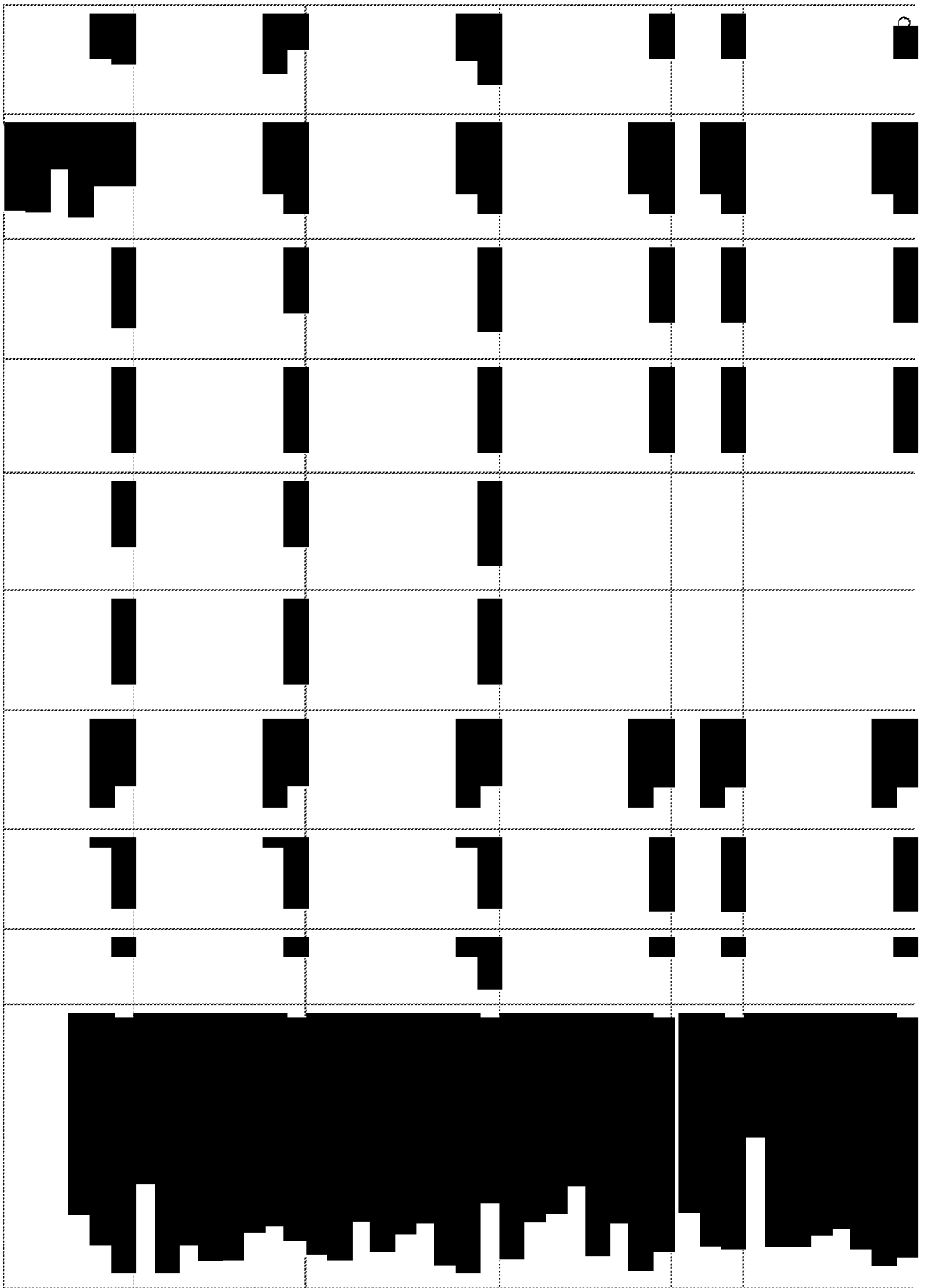
*[Signature Page to Trademark Assignment Agreement]*

**EXHIBIT A  
ASSIGNED TRADEMARKS**

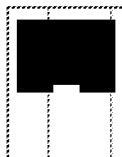


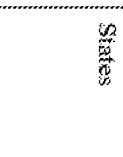
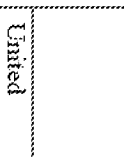


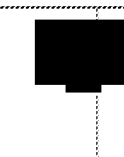

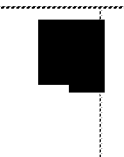

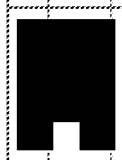



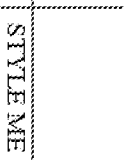






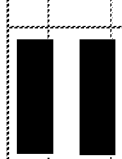


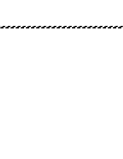
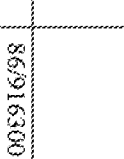


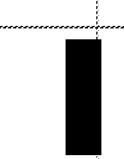
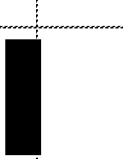
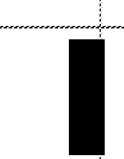
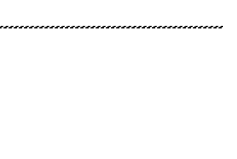

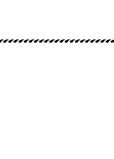
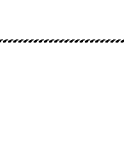
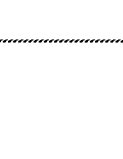
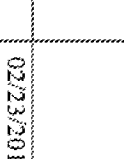


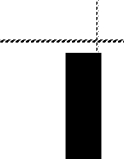
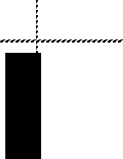
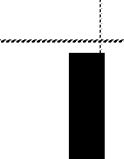
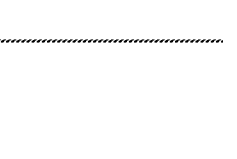
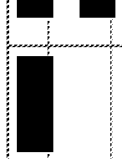
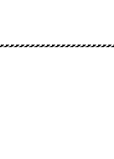
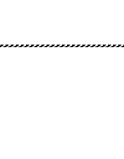
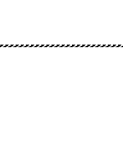
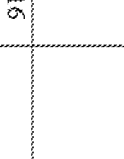
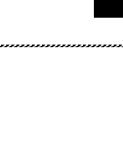
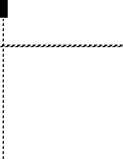
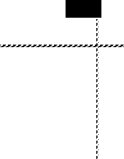
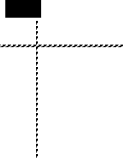
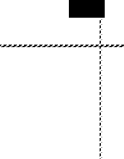
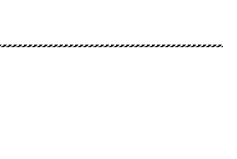

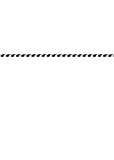
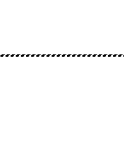
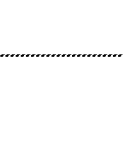
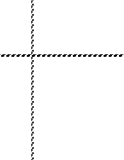
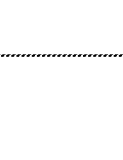
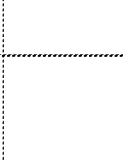
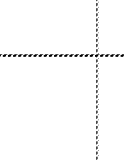
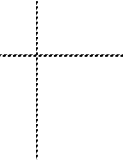
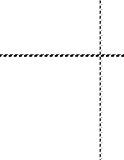
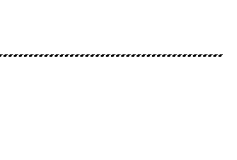
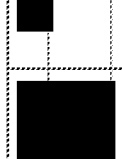
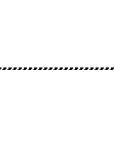
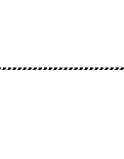
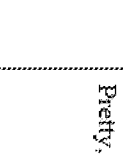
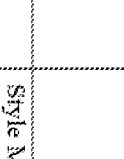

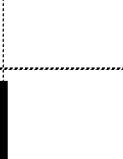
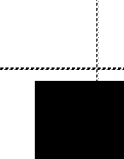

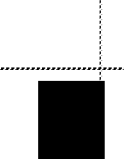
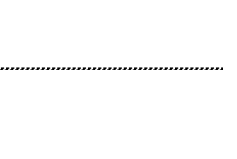
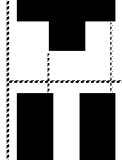
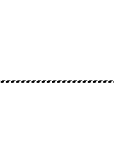
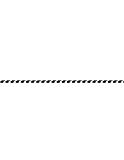
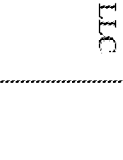
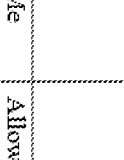


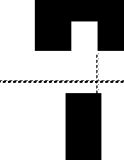
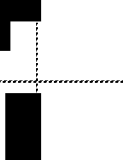
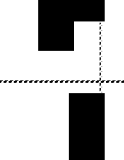
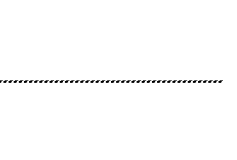
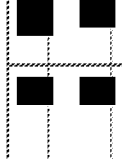
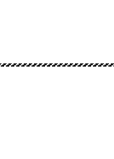
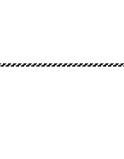
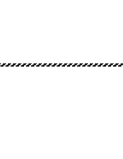
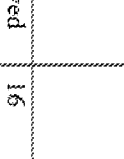
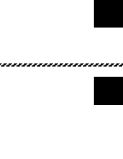


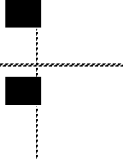

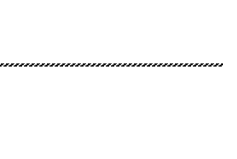

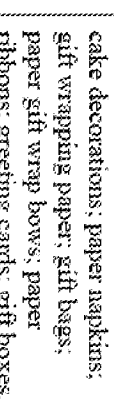
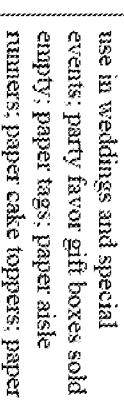
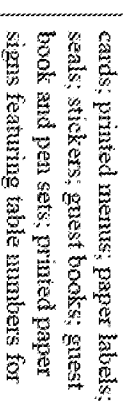

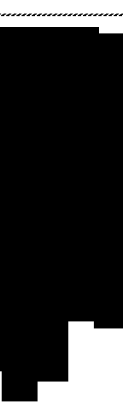
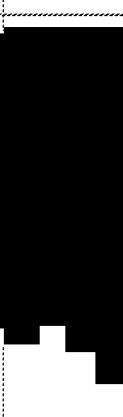




[SEE ATTACHED]

Country	Mark Name	Application No.	Filing Date	Registration No.	Registration Date	Owner	Status	Class	Goods
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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United States	STYLE ME PRETTY	77/647280	01/11/2009	3657465	07/21/2009	Style Me Pretty, LLC	Registered	41	(41) - Entertainment in the nature of a website in the field of weddings and wedding planning; On-line journals, namely, blogs featuring information on weddings and wedding planning.
United States	LITTLE BLACK BOOK	85/809184	12/21/2012	4372507	07/23/2013	Style Me Pretty, LLC	Registered	35	(35) - On-line business directories featuring wedding vendors and wedding service providers.
United States	STYLE ME PRETTY	85/839442	02/03/2013	4372620	07/23/2013	Style Me Pretty, LLC	Registered	16	(16) - Stationery; printed invitations.
United States	SMP LIVING	85/886923	03/26/2013	4541827	06/03/2014	Style Me Pretty, LLC	Registered	41	(41) - Online journal, namely, blogs in the fields of home repairs, home renovation, home improvement, home remodeling, travel, home entertainment, home entertaining, party planning, home life, family activities, crafting, home decorating, home design, home furnishings design, dining, food preparation, recipes, cooking, beauty, home organization, and fashion; providing information in the fields of home entertainment, home entertaining, party planning, and arts and crafts.

United States

STYLE ME PRETTY

86/916300

02/23/2016

Style Me Pretty, LLC

Allowed

16

(16) - Event programs; place cards; printed menus; paper labels; seals; stickers; guest books; guest book and pen sets; printed paper signs featuring table numbers for use in weddings and special events; party favor gift boxes sold empty; paper tags; paper aisle runners; paper cake toppers; paper cake decorations; paper napkins; gift wrapping paper; gift bags; paper gift wrap bows; paper ribbons; greeting cards; gift boxes.

United States	STYLE ME PRETTY	8/24/2062	11/18/2016	5214196	05/30/2017	Style Me Pretty, LLC	Registered	09	 <p>(09) - Downloadable software in the nature of a mobile application for delivering, accessing, and viewing information, commentary, photos, images, and pictures in the fields of weddings, wedding planning, wedding vendors, fashion, and entertainment; downloadable software in the nature of a mobile application that enables users to bookmark, view, store, collect, showcase, create custom feeds of, and share photos, images, and pictures in the field of weddings, wedding planning, fashion, and entertainment.</p>
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