

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM542101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nakedlabs (assignment for the benefit of creditors), LLC		06/07/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Greyscale Holdings Inc.		
Street Address:	3440 Ben Lomond Place		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87924557	NAKED	
Serial Number:	87924546	NAKED	
Serial Number:	87924516	NAKED	
Serial Number:	87924493	NAKED	
Serial Number:	87924571	NAKED	
Serial Number:	86878578	NAKED	
Serial Number:	86878551	NAKED	
Serial Number:	86953826	NAKED LABS	
Serial Number:	86954432	NAKED LABS	
Serial Number:	86954250	NAKED LABS	
Serial Number:	86879808	NAKED	
Serial Number:	86878436	NAKED	
Serial Number:	86954248	NAKED LABS	
Serial Number:	86984272	NAKED LABS	
Serial Number:	86954441	NAKED	
Serial Number:	86954456	NAKED	
Serial Number:	86954452	NAKED	
Serial Number:	86954449	NAKED	
TRADEMARK			

CH \$465.00 87924557

CORRESPONDENCE DATA**Fax Number:** 2134432892

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.

Phone: (213) 620-1780**Email:** shwang@sheppardmullin.com**Correspondent Name:** Susan Hwang**Address Line 1:** 333 South Hope Street, 43rd Fl**Address Line 4:** Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	69LJ-303020
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NAME OF SUBMITTER:	Susan Hwang
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SIGNATURE:	/Susan Hwang/
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DATE SIGNED:	09/23/2019
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is hereby entered into on June 7, 2019 (the "Effective Date"), by, between, and among Nakedlabs (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Naked Labs, Inc. ("Assignor"), and Greyscale Holdings Inc. ("Assignee").

1. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in, to and under, all of the following (hereafter collectively referred to as "Intellectual Property"):

(i) the entire worldwide right, title and interest of Assignor in and to each and all patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said patents and applications, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment set forth in this Assignment had not been made;

(ii) the full and complete right to file patent applications in the name of the Assignor, at the Assignee's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world;

(iii) the entire right, title and interest of Assignor in and to any patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

(iv) any and all trademark and servicemark rights throughout the world, including any and all applications, registrations, and common law marks, whether registered or not, together with the goodwill of the business associated with and symbolized by same, held by Assignor, including but not limited to those set forth on **Schedule A** hereto, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(v) any and all copyrights throughout the world, including any and all applications, registrations, and like protections, whether registered or not, whether published or unpublished, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(vi) any and all trade secret rights, including rights Assignor may have under the laws governing confidential information or rights in law to prevent the unauthorized use or disclosure of such information.

2. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Assignor in, to and under the Intellectual Property, including all worldwide right, title and interest of Assignor in, to and under the Intellectual Property, together with the right of Assignor to claim priority in all countries in accordance with international law, any and all rights of Assignor corresponding to said Intellectual Property in countries throughout the world, and all of Assignor's rights to sue for past, present or future infringement of said Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement of said Intellectual Property, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademarks Office to issue said Patents and Trademarks in accordance with this Assignment.

3. Assignor represents and warrants that Assignor has made no other agreements establishing any other encumbrances, liens, security interests, or third-party interests on or to the Intellectual Property, and that Assignor has full and complete authority to make this Assignment.

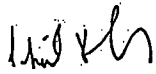
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

Assignor - Nakedlabs (assignment for the benefit of creditors), LLC

By: 

Name: Michael Mady

Title: Manager

Assignee – Greyscale Holdings Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

Assignor - Nakedlabs (assignment for the benefit of creditors), LLC

By: _____

Name: Michael Maidy

Title: Manager

Assignee - Greyscale Holdings Inc.

By:  _____

Name: Julia Lebedev Moss

Title: President

SCHEDULE A

Trademarks

Mark	Application Number	Registration Number/Registration Date	Class and Description of Goods or Services	Status	Next action
NAKED	86878436	U.S. Reg. No.: 5675611 February 12, 2019	Class 9: Downloadable computer software for monitoring, measuring and analyzing changes in body composition and fitness, and for managing information related to tracking, compliance and motivation with a health and fitness program Class 10: Electronic devices and related computer software, namely, 3D body scanning mirrors and downloadable software, sold as a unit, for scanning the human body to determine body weight, body dimension and body fat percentage and for creating a three-dimensional body avatar	Registered	Sixth year Affidavit of Continuing Use Due: February 12, 2025.
NAKED	86954441		Classes 9 & 10: (same as Classes 9 & 10 word mark above)	Application abandoned as old logo is not in use.	N/A
NAKED LABS	86953826		Class 10: (same as Class 10 word mark above)	Notice of Allowance issued November 8, 2016. Fourth Extension Request filed November 8, 2018.	Statement of Use or <i>final</i> six-month Extension Request due: May 8, 2019.
NAKED LABS	86984272	5,638,347 December 25, 2018	Class 9 (same as Class 9 word mark above)	Registered	Sixth year Affidavit of Continuing Use Due: December 25, 2024.
NAKED	87924493		Class 9: (same as Class 9 word mark above)	Notice of Allowance issued January 1, 2019.	Statement of Use or six-month Extension Request due: July 1, 2019.

Mark	Application Number	Registration Number/Registration Date	Class and Description of Goods or Services	Status	Next action
NAKED	87924516		Class 9: Non-medical 3D scanners and related computer software sold as a unit, namely, 3D body scanning mirrors and downloadable computer software for scanning the human body to determine body weight, body dimension and body fat percentage and for creating a three-dimensional body avatar	Notice of Allowance issued January 1, 2019.	Statement of Use or six-month Extension Request due: July 1, 2019.
NAKED	86878551		Class 38: Providing an online forum for the exchange of information among computer and mobile device users concerning body composition, fitness, nutrition, diet, health and wellness, personal activities, virtual community and social networking	Notice of Allowance issued August 2, 2016. Fifth Extension Request filed February 2, 2019.	Statement of Use due August 2, 2019.
NAKED	86954449		Class 38: (same as Class 38 word mark above)	Application abandoned as old logo is not in use.	N/A
NAKED LABS	86954248	U.S. Reg. No.: 5656132 January 15, 2019	Class 38: (same as Class 38 word mark above)	Registered	Sixth year Affidavit of Continuing Use due: January 15, 2025.
NAKED	87924546		Class 38: (same as Class 38 word mark above)	Notice of Allowance issued January 1, 2019.	Statement of Use or six-month Extension Request due: July 1, 2019.
NAKED	86878578		Class 42: providing temporary use of non-downloadable computer software in the field of health and physical fitness for monitoring, measuring, monitoring and analyzing changes in body composition and fitness, and for managing information related to tracking, compliance and motivation with a health and fitness program	Notice of Allowance issued August 2, 2016. Fifth Extension Request filed February 2, 2019.	Statement of Use due: August 2, 2019.
NAKED	86954452		Class 42: (same as Class 42 word mark above)	Application abandoned as old logo is not in use.	N/A

Mark:	Application Number:	Registration Number/Registration Date:	Class and Description of Goods or Services:	Status:	Next action:
NAKED LABS	86954250		Class 42: (same as Class 42 word mark above)	Notice of Allowance issued October 4, 2016. Fourth Extension Request filed October 4, 2018.	Statement of Use or <i>final</i> six-month Extension Request due: April 4, 2019.
NAKED	87924557		Class 42: Providing temporary use of non-downloadable computer software in the field of health and physical fitness for measuring, monitoring and analyzing changes in body composition and fitness, and for managing information related to tracking, compliance and motivation with a health and fitness program; providing temporary use of non-downloadable computer software in the fields of health and wellness for creating a three-dimensional scan of the user's body with its specific weight, dimensions, and body-fat percentage for the purpose of recommending specific consumer goods and services.	Notice of Allowance issued January 1, 2019.	Statement of Use or six-month Extension Request due: July 1, 2019.
NAKED	86879808		Class 44: Providing online advice in the field of medical testing services, namely, physical fitness evaluation services; providing a website featuring information related to nutrition, diet, health and wellness	Notice of Allowance issued September 20, 2016. Fourth Extension Request filed September 18, 2018.	Statement of Use or <i>final</i> six-month Extension Request due: March 20, 2019. Naked Labs must amend description of services in compliance with Coexistence Agreement with Naked Why.
NAKED	86954456		Class 44: (same as Class 44 word mark above)	Application abandoned as old logo is not in use.	N/A
NAKED LABS	86954432		Class 44: (same as Class 44 word mark above)	Notice of Allowance issued October 4, 2016. Fourth Extension Request filed October 4, 2018.	Statement of Use or <i>final</i> six-month Extension Request due: April 4, 2019.

Mark:	Application Number:	Registration Number/Registration Date:	Class and Description of Goods or Services:	Status:	Next action:
NAKED	87924571		Class 44: (same as Class 44 word mark above)	Application published November 6, 2018.	Request for Extension of Time to Oppose filed by Naked Why. Current Opposition Deadline: March 6, 2019. Naked Why has signed Settlement and Coexistence Agreement, so opposition will not be filed. Naked Labs must amend description of services in compliance with Agreement.