

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544503

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sustain LLC		08/05/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Grove Collaborative, Inc.
<b>Street Address:</b>	1301 Sansome Street
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5252341	SUSTAIN NATURAL
Registration Number:	5252347	
Registration Number:	4679681	TEN PERCENT FOR WOMEN A REPRODUCTIVE HEA
Registration Number:	4598655	SUSTAIN
Registration Number:	4660833	DO WHAT'S NATURAL
Registration Number:	5387559	POSTPLAY
Registration Number:	5502263	
Registration Number:	5507132	SUSTAIN NATURAL

## CORRESPONDENCE DATA

Fax Number: 5108341928

*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: 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

TRADEMARK

REEL: 006767 FRAME: 0356

900518656

CH \$215.00 5252341

<b>SIGNATURE:</b>	/Richard A. Lyons/
<b>DATE SIGNED:</b>	10/09/2019
<b>Total Attachments: 5</b> source=Sustain-Grove -Trademark Assignment Agreement - 08.05.2019#page1.tif source=Sustain-Grove -Trademark Assignment Agreement - 08.05.2019#page2.tif source=Sustain-Grove -Trademark Assignment Agreement - 08.05.2019#page3.tif source=Sustain-Grove -Trademark Assignment Agreement - 08.05.2019#page4.tif source=Sustain-Grove -Trademark Assignment Agreement - 08.05.2019#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (the “**Agreement**”) is made as of August 5, 2019 (the “**Closing Date**”), by and between **SUSTAIN LLC**, a Delaware limited liability company (“**Assignor**”), and **GROVE COLLABORATIVE, INC.**, a Delaware corporation (“**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 August 5, 2019 (the “**Purchase Agreement**”); and

**WHEREAS**, pursuant to the Purchase Agreement, the Assignor and the Assignee wish (a) the Assignor to assign, transfer and sell 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**”), to the Assignee, and (b) the Assignee to acquire all rights, titles and interests in the Trademarks from the Assignor.

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

1. In accordance with and subject to the terms of the Purchase Agreement, Assignor, on behalf of itself and its predecessors and successors in interest, hereby sells, assigns and transfers to Assignee, its successors, transferees and assigns, (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 third party 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, in a timely manner, 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. Assignor shall execute and deliver all documents reasonably requested by Assignee and shall provide reasonable cooperation and assistance at Assignee’s request in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Trademarks made herein, and (ii) the preparation and prosecution of any application, extensions or equivalent to any of the foregoing for any of the Trademarks.

3. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of a jurisdiction other than Delaware. Despite

the above, the substantive law of the jurisdiction of each respective Trademark governs the validity and enforceability of the subject Trademark.

4. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties shall negotiate in good faith to modify this Agreement and to preserve each party's anticipated benefits under this Agreement.

5. Any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof shall be finally settled in accordance with the dispute resolution provisions of the Purchase Agreement.

6. 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 ESIGN Act of 2000, e.g., [www.docuSign.com](http://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:**

**GROVE COLLABORATIVE, INC.**

By: Stuart Landesberg  
Stuart Landesberg  
President and Chief Executive Officer

Address:

1301 Sansome St  
San Francisco, CA 94111

**ASSIGNOR:**

**SUSTAIN LLC**

By: \_\_\_\_\_  
Meika Hollender  
Chief Executive Officer

Address:

175 Varick Street,  
New York, NY 10014

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:

1301 Sansome St  
San Francisco, CA 94111

**ASSIGNOR:**

**SUSTAIN LLC**

By: Meika Hollender  
Meika Hollender  
Chief Executive Officer

Address:

175 Varick Street,  
New York, NY 10014

**SCHEDULE A**  
**TRADEMARKS**

<b>Mark</b>	<b>U.S. Serial Number</b>
SUSTAIN NATURAL	5,252,341
Kissing Design	5,252,347
TEN PERCENT FOR WOMEN A REPRODUCTIVE HEALTH INITIATIVE 10% 4 Design	4,679,655
Sustain	4,598,655
DO WHAT'S NATURAL	4,660,833
PostPlay	5,387,559
Locking Lips Design	5,502,263
SUSTAIN NATURAL	5,507,132