

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570390

<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>
Live Happy, LLC		04/02/2020	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Live Happy, LLC		
<b>Street Address:</b>	4201 Spring Valley Road, Suite 900		
<b>City:</b>	Farmers Branch		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75244		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87285539	LIVE HAPPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149994667		
<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>	214.999.4682		
<b>Email:</b>	ipdocketing@foley.com		
<b>Correspondent Name:</b>	Lisa Hemphill/Foley & Lardner LLP		
<b>Address Line 1:</b>	2021 McKinney Ave., Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Lisa R. Hemphill		
<b>SIGNATURE:</b>	/Lisa R. Hemphill/		
<b>DATE SIGNED:</b>	04/03/2020		
<b>Total Attachments: 1</b>			
source=Trademark Confirmatory Agreement - LH No. 2 -ITU App#page1.tif			

OP \$40.00 87285539

**CONFIRMATORY ASSIGNMENT**

This Confirmatory Assignment is effective as of October 15, 2017 (the "Effective Date") and confirms the trademark assignment entered into by and between **Live Happy, LLC**, a Texas limited liability company with a business address of: 4201 Spring Valley Road, Suite 900, Farmers Branch, Texas 75244 (hereinafter "ASSIGNOR"), and **Live Happy, LLC**, a Delaware limited liability company, having a business address of 4201 Spring Valley Road, Suite 900, Farmers Branch, Texas 75244 (hereinafter "ASSIGNEE").

WHEREAS, Assignor was the owner of all right, title, and interest, in and to the LIVE HAPPY mark and U.S. Trademark Application Serial No. 87/285539 for LIVE HAPPY in Class 41 that was and is currently pending before the U.S. Patent and Trademark Office (hereinafter collectively the "Mark"), and all associated common law rights and goodwill of the business that was associated with or symbolized by Assignor's use the Mark; and

WHEREAS, Assignor assigned, for good and valuable consideration, all right, title, and interest in and to the Mark to Assignee as part of the portion of the business thereof to which the Mark pertained as required by 15 U.S.C. §1060; together with all associated goodwill of the business in connection with which the Mark was used and which is symbolized by the Mark, and all associated common law rights of such Assignor in the Mark, as of the Effective Date;

NOW THEREFORE, this Confirmatory Assignment confirms that the Mark was assigned by Assignor to Assignee, and both parties were fully cognizant of the assignment, which was effective on or about the Effective Date, and further confirms that this Confirmatory Assignment is being executed in order to clarify the ownership of the Mark and to confirm that Assignor did, at that time, assign unto Assignee all of Assignor's right, title, and interest in and to the Mark, together with the goodwill of the business in connection with which such Mark was used or may be used, and which was symbolized by such Mark, and any and all associated common law rights, statutory, and other rights of Assignor in such Mark. For United States Trademark Application Serial No. 87/285539 for registration based on an intent-to-use, Assignee is the successor to that portion of the Assignor's ongoing and existing business to which the Mark in the application pertains as required by 15 U.S.C. § 1060 and that said use of the Mark has been continuous thereafter said assignment.

It is further confirmed that Assignor did hereby unconditionally and irrevocably sell, grant, assign, transfer, and convey to Assignee, as of the Effective Date, all of Assignor's right, title, and interest in and to all services and proceeds of the Mark and the goodwill of the business associated with or symbolized by the Mark (including, without limitation, all associated common law, statutory and other rights in the Mark), and all claims against any third parties for past, present, or future misappropriation or infringement of any of the foregoing or of the Mark or the goodwill of the business associated with or symbolized by the Mark, together with the right to sue and recover the same in Assignee's own name, to have and to hold the same for Assignee's own use and benefit and for the benefit of Assignee's successors, assigns, and legal representatives.

IN WITNESS WHEREOF, this Confirmatory Assignment is executed this 2 day of April, 2020.


ASSIGNOR:

LIVE HAPPY, LLC, a Texas Limited Liability Company

and

ASSIGNEE:

LIVE HAPPY, LLC, a Delaware Limited Liability Company

By: 

Name: Deborah K. Heisz

Title: CEO/Co-Founder of both Assignee and Assignor