

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581598

<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>
Sundaily Inc.		06/04/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5702185	SUNDAILY	
<b>Registration Number:</b>	5849925	THE BASE LAYER	
<b>Registration Number:</b>	5916683	THE BACK UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5108341920		
<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>	5108346600		
<b>Email:</b>	tmdocket@wendel.com		
<b>Correspondent Name:</b>	Richard A. Lyons		
<b>Address Line 1:</b>	1111 Broadway, 24th Floor		
<b>Address Line 4:</b>	Oakland, CALIFORNIA 94607		
<b>NAME OF SUBMITTER:</b>	Richard A. Lyons		
<b>SIGNATURE:</b>	/Richard A. Lyons/		
<b>DATE SIGNED:</b>	06/16/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of June 4, 2020, is made by Sundaily Inc. ("**Seller**"), a Delaware corporation located at 58 Park Ave., Cambridge, MA 02138, in favor of Grove Collaborative, Inc. ("**Buyer**"), a Delaware corporation located at 1301 Sansome Street, San Francisco, CA 94111, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, of even date herewith, between Seller and Buyer (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SUNDAILY INC.

By: Christopher Tolles

Name: Chris Tolles  
Title: Chief Executive Officer  
Address for Notices:

58 Park Ave  
Cambridge MA 02138  
908-377-6515  
chris@getsundaily.com

AGREED TO AND ACCEPTED:

GROVE COLLABORATIVE, INC.

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

Name:  
Title:  
Address for Notices:

Grove Collaborative, Inc.  
1301 Sansome Street  
San Francisco, CA 94111  
Email:  
Attn:

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SUNDAILY INC.

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

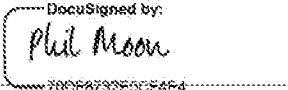
Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

GROVE COLLABORATIVE, INC.

By:  DocuSigned by:  
Phil Moon  
780F2732E5CF454

Name: Phil Moon

Title: VP of Business Operations

Address for Notices:

Grove Collaborative, Inc.

1301 Sansome Street

San Francisco, CA 94111

Email: [alchen@grove.co](mailto:alchen@grove.co)

Attn: Allen Chen

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Description	Filed Name	Filing Date	Filing #	Registration Date	Registration #	Jurisdiction	Owner
Trademark	Sundaily	7/30/2018	88057905	3/19/2019	5702185	USA	Sundaily Inc.
Trademark	The Base Layer	2/6/2019	88290652	9/3/2019	5849925	USA	Sundaily Inc.
Trademark	The Back Up	2/6/2019	88290661	11/19/2019	5916683	USA	Sundaily Inc.