TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM601444

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Green Heart Labs, LLC		09/29/2020	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	The Lab & Co.		
Street Address:	6450 STE. E105		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	intity Type: Corporation: CALIFORNIA		

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	88429477	CLEANTAN
Serial Number:	88864215	DEMIPERSPIRANT
Serial Number:	88605719	DARK MAGIC
Serial Number:	88638690	WOKE & READY
Serial Number:	88200664	F ACNE
Serial Number:	88168831	G FLUID
Serial Number:	88168828	BEAUTY BELONGS TO EVERYONE.
Serial Number:	88168818	
Serial Number:	88168808	EQUAL BY NATURE
Serial Number:	88129196	COCOLUBE
Serial Number:	88091257	COCOLUBE
Serial Number:	87945382	THE LAB & CO.
Serial Number:	87945371	TEATAN
Serial Number:	87490989	THINK DIRTY. TAN CLEAN.
Serial Number:	87147045	LET'S SHOWER TOGETHER
Serial Number:	87090638	A TAN WITH BENEFITS
Serial Number:	87083469	CLEANLABS
Serial Number:	87165752	SKINBOSS
Serial Number:	87945405	THINK DIRTY
	-	TRADEMARK

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Property Type	Number	Word Mark	
Serial Number:	87617002	FOLLICOOL	
Serial Number:	87616999	LET ME BE CLEAR	
Serial Number:	87616992	DEFUNK	
Serial Number:	87165762	MUCH MORE THAN ALPHA HYDROXY THERAPY	
Serial Number:	87165759	MAKE BAD SKIN BEHAVE.	
Serial Number:	86280158	TROPICAL BABY	
Serial Number:	86157452	LACTIV	
Serial Number:	86379743	ONLY NATURE'S ENERGY	
Serial Number:	86897308	DO IT DAILY	
Serial Number:	86843251	CLEAN TAN	
Serial Number:	86733584	BLACK BOTANICAL	
Serial Number:	86653967	AHA! MOMENT	
Serial Number:	86602438	SPRAY PLAY	
Serial Number:	86730754	BAMBUBRASION	
Serial Number:	86660276	POP IT! PRO	
Serial Number:	86658821	EXFOLIMATE	
Serial Number:	86658815	FITMUD	
Serial Number:	86583532	RESULFACE	
Serial Number:	86569284	LACTIV	
Serial Number:	85689092	GREENHEARTLABS	
Serial Number:	85665782	BUTT ACNE CLEARING LOTION	

CORRESPONDENCE DATA

Fax Number:

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: (415) 439-0153

Email: vivek@blgtrademarks.com

Correspondent Name: Vivek Vaidya

Address Line 1: 2181 Greenwich St.

Address Line 4: San Francisco, CALIFORNIA 94123

NAME OF SUBMITTER:	Vivek Vaidya
SIGNATURE:	/Vivek Vaidya/
DATE SIGNED: 10/06/2020	

Total Attachments: 6

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GREEN HEART LABS, LLC TRADEMARK AND COPYRIGHT TRANSFER AND ASSIGNMENT AGREEMENT

This trademark transfer and assignment agreement ("Agreement"), dated September 29, 2020, is made and entered into by and among Green Heart Labs, LLC ("Assignor"), and The Lab & Co. ("Assignee").

RECITAL

WHEREAS, Assignor owns registrations and applications (as such term is defined herein) for a trademarks with the United States Patent and Trademark Office;

WHEREAS, Assignor desires to transfer and assign to Assignee and Assignee wishes to obtain Assignor's entire right, title, interest and goodwill in and to the registrations and applications.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

- 1. Assignor Application. Assignor hereby irrevocably assigns all of its right, title, interest and goodwill in and to the registrations and applications identified and set forth on Schedule A to Assignee. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title, interest and goodwill in and to the registrations and applications. Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities.
- **1.1** Assignor acknowledges itself as the Applicant of the registrations and applications set forth on Schedule A and that the registrations and applications are free and clear of any security interests or other lien or encumbrance of any kind.
- **1.2** Assignor represents, warrants and covenants that the transfer by Assignor to the Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the registrations and applications.
- 1.3 Assignor acknowledges that the assignment of the registrations and applications to Assignor shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of the Assignee in and to the registrations and applications, or adversely affect the validity of the registrations and applications.
- **2.** Consideration. Green Heart Labs, LLC agrees to lose its entire right, title, interest and goodwill in and to the registrations and applications, and The Lab & Co. agrees to gain the entire right, title,

interest and goodwill in and to the registrations and applications upon the execution of this Agreement.

3. Notices. All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

Assignor:

Green Heart Labs, LLC 4048 NE 122nd Ave #20481 Portland, Oregon 97230

Assignee:

The Lab & Co. 6450 LUSK BLVD STE. E105 SAN DIEGO CA 92121

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.

- **4. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any of the conflicts of law principles that would result in the Application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.
- **5. Modification of Agreement and Waiver.** This Agreement may not be amended except by a writing executed by the parties hereto.
- **6. Entire Agreement.** This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

AGREED TO AND ACCEPTED:

Green Heart Labs, LLC

The Lab & Co.

By: Julie Pefferman

By: Julie Pefferman

$\underline{\textbf{SCHEDULE}\; \textbf{A}}$

Serial Number	Reg. Number	Word Mark	Check Status
1	88429477		CLEANTAN
2	88864215		DEMIPERSPIRANT
3	88605719		DARK MAGIC
4	88638690		WOKE & READY
5	88200664	5734084	FACNE
6	88168831	5734024	GFLUID
7	88168828	5734023	BEAUTY BELONGS TO EVERYONE.
8	88168818	5734022	
9	88168808	5734021	EQUAL BY NATURE
10	88129196	5733915	COCOLUBE
11	88091257	5732630	COCOLUBE
12	87945382	5712705	THE LAB & CO.
13	87945371	5597903	TEATAN
14	87490989	5379258	THINK DIRTY, TAN CLEAN.
15	87147045	5124469	LET'S SHOWER TOGETHER
16	87090638	5129108	A TAN WITH BENEFITS
17	87083469	5239704	CLEANLABS
18	87165752		SKINBOSS
19	87945405	5655085	THINK DIRTY
20	87617002	5452785	FOLLICOOL
21	87616999	5452784	LET ME BE CLEAR
22	87616992	5452782	DEFUNK
23	87165762	5181507	MUCH MORE THAN ALPHA HYDROXY THERAPY
24	87165759	5181506	MAKE BAD SKIN BEHAVE.
25	86280158	4676844	TROPICAL BABY
26	86157452	4657628	LACTIV
27	86379743	4730926	ONLY NATURE'S ENERGY
28	86897308	5287063	DOITDAILY
29	86843251	5009844	CLEAN TAN

30	86733584	5009786	BLACK BOTANICAL
31	86653967	4885439	AHA! MOMENT
32	86602438	4989929	SPRAY PLAY
33	86730754	4889675	BAMBUBRASION
34	86660276	4954362	POP IT! PRO
35	86658821	4889046	EXFOLIMATE
36	<u>86658815</u>	4885817	FIMUD
37	86583532	4878740	RESULFACE
38	86569284	4878710	LACTIV
39	85689092	4352905	GREENHEARTLABS
40	85665782	4315086	BUTT ACNE CLEARING LOTION



Green Heart Labs LLC - TM Assignment Agreement TITLE

Green Heart Labs ...nt Agreement.docx **FILE NAME**

4c81869ac50d4beec5566ce5dec47020a2c67aef **DOCUMENT ID**

MM / DD / YYYY **AUDIT TRAIL DATE FORMAT**

Completed **STATUS**

Document History

09 / 29 / 2020 Sent for signature to Julie Pefferman

20:28:33 UTC (julie@thelabandcompany.com) from vivek@blgtrademarks.com

IP: 73.202.86.180

10 / 01 / 2020 Viewed by Julie Pefferman (julie@thelabandcompany.com) ◈

02:44:48 UTC IP: 72.25.27.49 OSWSIV

10 / 01 / 2020 Signed by Julie Pefferman (julie@thelabandcompany.com)

03:00:19 UTC IP: 72.25.27.49 SIGNED

10 / 01 / 2020 The document has been completed.

03:00:19 UTC

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RECORDED: 10/06/2020

COMPLETED

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