

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GreenHeart Labs		02/16/2021	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	The Lab & Co.		
Street Address:	6450 LUSK BLVD STE. E105		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4868601	EXFOLIATE. MOISTURIZE. TREAT.	
Registration Number:	5082863	NATURE FIRST. RESULTS ALWAYS.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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:	02/17/2021		
Total Attachments: 5			
source=GreenHeart_Labs_Transfer_Agreement-julie_thelabandcompany.com#page1.tif			
source=GreenHeart_Labs_Transfer_Agreement-julie_thelabandcompany.com#page2.tif			
source=GreenHeart_Labs_Transfer_Agreement-julie_thelabandcompany.com#page3.tif			
source=GreenHeart_Labs_Transfer_Agreement-julie_thelabandcompany.com#page4.tif			
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OP \$65.00 4868601

GREENHEART LABS TRADEMARK AND COPYRIGHT TRANSFER AND ASSIGNMENT AGREEMENT

This trademark transfer and assignment agreement (“Agreement”), dated February 16, 2021, is made and entered into by and among GreenHeart Labs (“Assignor”), and The Lab & Co. (“Assignee”).

RECITAL

WHEREAS, Assignor owns registrations (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.

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

1. Assignor Registrations. Assignor hereby irrevocably assigns all of its right, title, interest and goodwill in and to the registrations 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. 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 set forth on Schedule A and that the registrations 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.

1.3 Assignor acknowledges that the assignment of the registrations 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, or adversely affect the validity of the registrations.

2. Consideration. GreenHeart Labs agrees to lose its entire right, title, interest and goodwill in and to the registrations, and The Lab & Co. agrees to gain the entire right, title, interest and goodwill in and to the registrations 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:

GreenHeart Labs
8895 Towne Centre Dr Ste 105
San Diego California 92122

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:

GreenHeart Labs



By: Julie Pefferman

The Lab & Co.



By: Julie Pefferman

TRADEMARK

SCHEDULE A

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	86539251	4868601	EXFOLIATE. MOISTURIZE. TREAT.	TSDR	LIVE
2	86539222	5082863	NATURE FIRST. RESULTS ALWAYS.	TSDR	LIVE