TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM673808

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Country Mile, LLC		08/18/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Betr Remedies, LLC
Street Address:	1601 Colorado Avenue
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87916265	BETR
Registration Number:	6456090	BETR

CORRESPONDENCE DATA

Fax Number: 2028427899

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: 2028427800

Email: trademarks@cooley.com

Correspondent Name: John Paul Oleksiuk

1299 Pennsylvania Avenue, NW, Suite 700 Address Line 1:

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	John Paul Oleksiuk		
SIGNATURE:	/John Paul Oleksiuk/		
DATE SIGNED:	09/10/2021		

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("<u>Trademark Assignment</u>"), with an Effective Date of August 18, 2021, is made by Country Mile, LLC, a Delaware limited liability company ("<u>Assignor</u>"), in favor of Betr Remedies, LLC, a Delaware limited liability company f/k/a Live Betr, LLC ("<u>Assignee</u>") is pursuant to the Trademark License Agreement, by and between Assignee and Assignor, dated March 15, 2019 (the "<u>Agreement</u>").

WHEREAS, Assignee is the successor to an ongoing and existing portion of Assignor's business pertaining to the trademark registrations and trademark applications set forth on Schedule I hereto; and

WHEREAS, under the terms of the Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, 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. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (collectively, the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Assignor 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, 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. Assignor 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 Assignee. Following the date hereof, Assignor shall take

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such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

- 3. <u>Terms of the Agreement</u>. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Agreement and the terms hereof, the terms of the Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> 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]

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

Country Mile, LLC

By:	Paul Earle	
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Name: Paul Earle

Title: Managing Member

AGREED TO AND ACCEPTED: Betr Remedies, LLC

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Title: CEO and Co-founder

SCHEDULE I

Assigned Trademarks

Trademark Registrations

<u>Mark</u>	Jurisdiction	Registration Number	Registration Date
BETR	WIPO International Registration designating European Union	1473097	May 3, 2019
BETR	UK	UK00801473097	November 22, 2019
BETR	US	6,456,090	August 17, 2021

Trademark Applications

RECORDED: 09/10/2021

<u>M</u> ark	Jurisdiction	Application Serial Number	Filing Date
BETR	US	87/916,265	May 10, 2018
BETR	Canada	1,960,647	May 2, 2019

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