

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JourneyPure, LLC		10/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Regard Recovery JP, LLC		
Street Address:	21 Cornell Peak		
City:	Pomona		
State/Country:	NEW YORK		
Postal Code:	10970		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6057532	JOURNEYPURE	
Registration Number:	6041399	COACH	
Registration Number:	4958940	JOURNEYPURE	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<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:	3148898000		
Email:	uspt@polsinelli.com, scason@polsinelli.com		
Correspondent Name:	Matthew J. Smith		
Address Line 1:	100 S. Fourth St.		
Address Line 2:	Suite 1000		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	114464-705642		
NAME OF SUBMITTER:	Matthew J. Smith		
SIGNATURE:	/Matthew J. Smith/		
DATE SIGNED:	10/26/2021		
Total Attachments: 5			
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TRADEMARK

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is made and entered into as of October 19, 2021, by and among JourneyPure, LLC, a Delaware limited liability company (“**Assignor**”), and Regard Recovery JP, LLC, a Delaware limited liability company (“**Assignee**” and together with Assignor, the “**Parties**”).

WHEREAS, Assignor and Assignee are parties to an Equity Purchase Agreement, dated August 6, 2021, between Assignor and Regard Recovery LLC, a Delaware limited liability company (“**Regard**”), as amended by an Amendment No. 1 to Equity Purchase Agreement, dated October 19, 2021, among Assignor, Assignee and Regard (the “**Purchase Agreement**”), pursuant to which Assignee (as successor-by-assignment from Regard) has agreed to purchase (i) all of the Equity Interests of the Companies and (ii) certain other assets related to the Business; and

WHEREAS, the Closing of the Purchase Agreement is conditioned upon the Parties entering into this Agreement, pursuant to which the Assignor shall sell, convey, assign and otherwise transfer to Assignee all of its right, title and interest in any Intellectual Property used in the Business, including, without limitation, the trademarks, domain names and other intellectual property set forth in the attached Schedule A (collectively, the “**Assigned Intellectual Property**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.
2. Assignment. The Assignor hereby sells, conveys, assigns and otherwise transfers to the Assignee, its successors and assigns, all of the Assignor’s right, title and interest, if any, whether statutory or at common law, in and to the Assigned Intellectual Property, together with all the goodwill of the Business symbolized thereby; (b) all registrations and applications for the Assigned Intellectual Property; and (c) all benefits, privileges, causes of action, common law rights, and remedies relating thereto, including, without limitation, all of the Assignor’s rights to: (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring actions and recover damages for past, present and future infringement or other violation thereof, and (iii) grant licenses or other interests therein.
3. Further Assurances. The Assignor agrees that the Assignee shall have the right to file or record this Agreement with the United States Patent and Trademark Office (the “**USPTO**”), and the Assignor authorizes and requests the USPTO to record the Assignee as the assignee and owner of all Assigned Intellectual Property on record with the USPTO. The Assignor agrees to execute such further documents and to perform such other acts as may be necessary or reasonably desirable to vest all of the Assignor's right, title and interest, if any, in and to the Assigned Intellectual Property in the Assignee or as may be necessary or reasonably desirable to obtain, renew, or issue the Assigned Intellectual Property,

including instructing the registrar for the Assigned Intellectual Property to transfer the Assigned Intellectual Property to the Assignee.

4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
6. Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.
7. Conflict with Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions and other provisions of the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern.

(Signatures on following pages)

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

JourneyPure, LLC

By: 

Name: Cecelia Hunt

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNEE:

Regard Recovery JP, LLC

DocuSigned by:


By: Eli Schwarz

Name: Eli Schwarz

Title: President

SCHEDULE A
Intellectual Property

Trademarks:

Mark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Owner
JOURNEYPURE	United States	88602160	9/3/2019	6057532	5/19/2020	JourneyPure, LLC
	United States	88602169	9/3/2019	6041399	4/28/2020	JourneyPure, LLC
JOURNEYPURE	United States	86734173	8/24/2015	4958940	5/17/2016	JourneyPure, LLC

Domain Name:

www.journeypure.com

Developed Software:

“JourneyPure Coaching” application
“JourneyPure Express” application