

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737777

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900689024		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moda, Inc.		02/28/2019	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Moda Partners, Inc.		
Street Address:	601 S.W. Second Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4905561	MODA CENTER	
Registration Number:	4905558	MODA CENTER	
Registration Number:	4905560		
Registration Number:	4593628	MODA HEALTH	
Registration Number:	4593627	MODA	
Registration Number:	4593626	MODA HEALTH	
Registration Number:	4589420	MODA	
CORRESPONDENCE DATA			
Fax Number:	5032260079		
<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>			
Email:	EBootsma@Buchalter.com		
Correspondent Name:	Ernest G. Bootsma		
Address Line 1:	805 S.W. Broadway, Suite 1500		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	M7997-0002		
NAME OF SUBMITTER:	Ernest G. Bootma		
SIGNATURE:	/Ernest G. Bootsma/		

DATE SIGNED:	06/29/2022
Total Attachments: 3 source=MODA_Trademark Assignment#page1.tif source=MODA_Trademark Assignment#page2.tif source=MODA_Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made by MODA, INC., an Oregon corporation ("Assignor"), with offices located at 601 SW Second Avenue, Portland, Oregon 97204, to and in favor of, MODA PARTNERS, INC., a Delaware corporation, whose office address is 601 SW Second Avenue, Portland, Oregon 97204 ("Assignee").

RECITALS:

A. Assignor is the named owner of all right, title and interest in and to the trademarks, including any registrations and applications therefore, listed and described on Exhibit A, which is incorporated herein (the "Trademarks").

B. On or about February 28, 2019, Assignor filed Articles of Conversion with the Oregon Secretary of State, Corporation Division (the "Articles"), and a Certificate of Conversion with the Delaware Secretary of State (the "Certificate"). The Articles and the Certificate were filed in order to convert Assignor from an Oregon corporation into Assignee, a Delaware corporation, by operation of law.

C. Assignor and Assignee now desire to execute, deliver and record this Assignment in order to confirm the transfer of all right, title and interest in and to the Trademarks, together with all registrations and applications therefore, from Assignor to Assignee.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby sells, assigns, transfers, grants and otherwise conveys to Assignee and Assignee's successors and legal representatives, all of Assignor's worldwide right, title and interest in and to the Trademarks, including any rights therein arising under common law, and which includes the use of the Trademarks alone or in combination with other words, figures, designs or indicia, including any right, title and interest as a service mark, trademark, trade name and all common law rights connected therewith, together with the goodwill of the business symbolized by the Trademarks and all claims and causes of action relating to infringement of the Trademarks, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for Assignee's own use and on behalf of Assignee's successors, legal representatives and assigns.

2. Representations of Assignor. Assignor hereby represents and warrants to Assignee that, with respect to the Trademarks, Assignor has the full right to convey the Trademarks and goodwill by this Assignment, free and clear of any and all encumbrances. Assignor further represents and warrants that no other agreement or assignment has been or will be executed in conflict with this Assignment.

3. Covenant of Assignor. Assignor agrees to perform all affirmative acts that may be necessary or desirable to perfect the assignment described herein at Assignee's sole cost and

expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, at Assignee's sole cost and expense.

4. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the parties.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of February 28, 2019.

ASSIGNOR:
MODA, INC.

By: Thomas Bikales
Name: Thomas Bikales
Title: Secretary

ACKNOWLEDGEMENT:

State of Oregon)
) ss.
County of Multnomah)

On this 19 day of April, 2022, before me, the undersigned, Thomas Bikales personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named above, and acknowledged that the undersigned executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rozalyn Larson
Notary Public for Oregon
My Commission Expires on 9/27/25

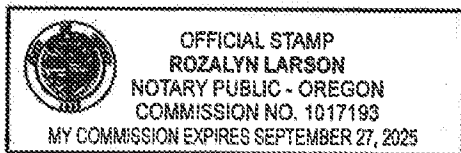



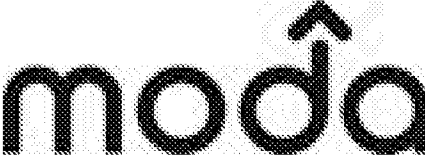



EXHIBIT A
TRADEMARKS

REGISTRATION NO.	TRADEMARK	STATUS
Registration No: 4,905,561		Registered
Registration No: 4,905,558	MODA CENTER	Registered
Registration No: 4,905,561		Registered
Registration No: 4,905,560		Registered
Registration No: 4,905,558	MODA CENTER	Registered
Registration No: 4,593,628	MODA HEALTH	Registered
Registration No: 4,593,627		Registered
Registration No: 4,593,626		Registered
Registration No: 4,589,420	MODA	Registered