

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SoClean, Inc.		06/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sleep.org, LLC		
Street Address:	1414 NE 42nd Street		
Internal Address:	Suite 400		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4862270	AMERICAN SLEEP ASSOCIATION	
CORRESPONDENCE DATA			
Fax Number:	6036682970		
<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:	603-668-6560		
Email:	ldenbow@gtp.com		
Correspondent Name:	Lynn M. Denbow		
Address Line 1:	55 South Commercial Street		
Address Line 2:	Grossman Tucker Perreault & Pflieger PLLC		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
ATTORNEY DOCKET NUMBER:	INCTM131US		
NAME OF SUBMITTER:	Lynn M. Denbow		
SIGNATURE:	/Lynn M. Denbow/		
DATE SIGNED:	06/17/2022		
Total Attachments: 4			
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OP \$40.00 4862270

Exhibit D

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Trademark Assignment**”) is effective as of the 14th day of June 2022, by and between SoClean, Inc., a Delaware corporation (“**Assignor**”), and Sleep.org, LLC, a Delaware limited liability company (“**Assignee**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. 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 (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademarks set forth on Schedule I attached hereto, whether registered or unregistered, and all applications, registrations, extensions and renewals thereof;

(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 and/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 Assurances. 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 provide such assistance to Assignee and its successors, assigns and legal representatives, by providing the additional execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, proof of use evidence, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto, subject to Assignor’s right to review and comment thereon.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

4. Successors and Assigns. This Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. 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, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

Signature page follows.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the effective date.

ASSIGNOR:

SOCLEAN, INC.

DocuSigned by:

By: Robert Wilkins

Name: Robert Wilkins

Title: CEO

ASSIGNEE:

SLEEP.ORG, LLC

DocuSigned by:

By: Bill Fish

Name: Bill Fish

Title: CEO

SCHEDULE I TO TRADEMARK ASSIGNMENT

MARK	SERIAL NO. / REG. NO.	FILING DATE / REG. DATE	STATUS
American Sleep Association	86524730 4,862,270	2-4-2015 12-1-2015	Registered