

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Therapy Tree PLLC		07/19/2022	Professional Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Willis Trademarks Holding LLC		
<b>Street Address:</b>	5645 W Gambit Tr		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85083		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4913538	THERAPY TREE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5149055689		
<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>			
<b>Phone:</b>	514-941-3551		
<b>Email:</b>	trademarks@pintolegal.ca		
<b>Correspondent Name:</b>	Leonard Ellis Seidman		
<b>Address Line 1:</b>	345 Victoria Avenue		
<b>Address Line 2:</b>	suite 401		
<b>Address Line 4:</b>	Westmount, QUEBEC H3Z 2N2		
<b>NAME OF SUBMITTER:</b>	Leonard Ellis Seidman		
<b>SIGNATURE:</b>	/Leonard Ellis Seidman/		
<b>DATE SIGNED:</b>	07/25/2022		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this July 19, 2022 2022.

**By and between:**        **Therapy Tree PLLC**, an Arizona professional limited liability company, having its registered office at Suite E-540 20100 N 51st Ave, Glendale, AZ 85308, USA

(hereinafter referred to as the "Assignor")

**And:**                      **Willis Trademarks Holding LLC**, an Arizona limited liability company having its registered office at 5645 W Gambit Tr, Phoenix, AZ 85083, USA

(hereinafter referred to as the "Assignee")

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**WHEREAS** Assignor is the registered owner of the US Trademark registration "THERAPY TREE", Reg. No. 4913538 (the "Trademark");

**WHEREAS** Assignor wishes to assign the Trademark and all the rights, titles, and interests associated therein to Assignee and Assignee wishes to accept such assignment;

**NOW THEREFORE**, for good and valuable consideration, agreed upon by the parties, the receipt and adequacy of which are acknowledged, the parties intending to be legally bound by this Assignment, hereby agree as below:

1. The Assignor hereby irrevocably and perpetually assigns, transfers and conveys to Assignee the entirety of all rights, titles, and interests in the Trademark in the US, along with the goodwill attached to the business connected with, and symbolized by the Trademark in the US (including, without limitation, the right to renew any future registrations included in the Trademark in the US, the right to apply for trademark registrations within or outside the US and any priority right that may arise from the Trademark in the US), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, the whole, in consideration for ONE HUNDRED AND FIFTY-NINE THOUSAND US dollars (USD \$159,000.00), payable in twenty-four (24) equal monthly instalments of SIX THOUSAND SIX HUNDRED AND TWENTY-FIVE US dollars (USD\$6,625) each over a period of two (2) years. The receipt of the first monthly instalment is hereby acknowledged.
2. The Assignee will assume all costs and expenses outstanding with respect to the Trademark, including those that have matured prior to the effective date of this Agreement.
3. The parties hereby agree and undertake to execute and deliver such further instruments, agreements or other documents and do all such further acts as may reasonably be

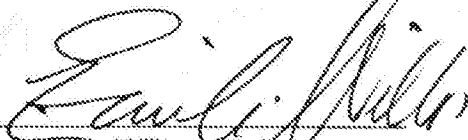
requested to give effect to the purpose and intent of this Agreement.

4. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona and the United States of America applicable therein. Any dispute arising in connection with this Agreement which the parties are unable to resolve amicably, shall be referred to the courts of Maricopa County, Arizona.
5. This Agreement shall benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, personal legal representatives, successors and permitted assigns.
6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The Parties hereto agree that facsimile or PDF transmission of original signatures shall constitute and be accepted as original signatures.

**IN WITNESS WHEREOF**, the Assignor hereto has executed this Agreement as of the date first above written.


Therapy Tree PLLC (the "Assignor")

Per:

  
Emilie Willis, Member

Willis Trademarks Holding LLC (the "Assignee")

Per:

  
Emilie Willis, Member