

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/18/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beth Porter		05/09/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sweet Nothings, Inc.		
Street Address:	715 College Ave.		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6038059	SWEET NOTHINGS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie Ellerbach		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	35722-00070 05751		
NAME OF SUBMITTER:	Jason Malashevich		
SIGNATURE:	/Jason Malashevich/		
DATE SIGNED:	01/18/2023		
Total Attachments: 4			
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CONFIRMATORY ASSIGNMENT AGREEMENT

This Confirmatory Assignment Agreement (“Agreement”) is made effective as of January 18, 2019 (“**Effective Date**”), by and between Beth Porter, an individual having her principal place of residence at 715 College Ave., Menlo Park, CA 94025 (“**Founder**”) and Sweet Nothings, Inc., a company having its principal place of business at 715 College Ave., Menlo Park, CA 94025. (“**Company**”).

RECITALS

A. Founder is a founder of Company and has been a consultant of the Company since January 18, 2019.

B. It was intended that Founder assign to the Company any and all of her intellectual property rights arising from work relating to the business of the Company, performed, created or developed prior to her performance of services for the Company, but Founder may not have formally and/or completely assigned such Intellectual Property Rights to the Company.

D. The assignment contained in this Agreement implements Founder’s and the Company’ original intent by assigning, transferring and confirming the assignment and transfer to the Company of any and all right, title and interest in and to the Founder IPR (as defined below) and is made to document the parties’ prior understanding and agreement and perfect the Company’s ownership rights in the Founder IPR.

NOW THEREFORE, in consideration of the Company’s payment of \$5.00 to Founder and other good and valuable consideration, the receipt and sufficiency of which Founder hereby acknowledges, the parties agree as follows:

1. DEFINITIONS.

1.1 “Intellectual Property Rights” shall mean all industrial, intellectual property or other similar rights arising out of: (i) any patent or any application therefor and any and all reissues, divisions, continuations, renewals, re-examinations, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, industrial designs, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, mask works, copyright registrations, mask work registrations, and applications therefor in any country, and all other rights corresponding thereto throughout the world; (iv) registered or common law trademarks, service marks, trade dress, trade names, logos, intent-to-use registrations or notices, and applications to register or use any of the foregoing anywhere in the world; (v) Internet or World Wide Web domain names or URLs with any governmental or quasi-governmental authority, including Internet domain name registrars; (vi) other proprietary rights in technology, including software, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without

limitation, manuals, memoranda, records, business information, anywhere in the world; and (vii) any applications, registrations, provisional applications or other filings for, or to obtain, protect, perfect, or secure any of the foregoing, anywhere in the world.

1.2 “Founder IPR” means all Intellectual Property Rights arising from work performed by Founder relating to the business of the Company, performed, created or developed prior to her performance of services for the Company, including without limitation, the SWEET NOTHINGS trademark in U.S. Application Serial No. 88195615, together with the goodwill of the business symbolized by the trademark. This application is being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

1.3 “Moral Rights” means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

2. ASSIGNMENT OF RIGHTS.

2.1 Assignment. Founder hereby irrevocably assigns and transfers to the Company any and all of her right, title and interest (i) to the Founder IPR and (ii) in all rights to enforce such rights including the right to sue and recover any sums now or hereafter due or payable with respect to any of the Founder IPR.

2.2 Waiver of Moral Rights. Founder hereby waives and agrees never to assert any Moral Rights in or with respect to any and all of the Founder IPR that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights.

2.3 Perfection of Assignment. Founder shall execute such documents and take such steps as Company may reasonably require at the cost and expense of the Company to fulfill the provisions of and to give to the Company the full benefit of this Agreement.

3. WARRANTY. Founder warrants to the Company that he has not assigned any right, title and interest in and to any of the Founder IPR to any third party.

4. GENERAL PROVISIONS.

4.1 Non-Waiver. The failure of any party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

4.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the parties shall substitute a valid provision with the same intent and economic effect.

4.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of California.

4.4 Entire Agreement. Upon execution, this Agreement shall constitute the entire agreement among the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the parties by their respective duly authorized representatives.

4.5 Assignment. Founder may not assign any rights or obligations hereunder without the prior express written consent of the Company. Company may assign this Agreement or any rights granted hereunder. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties.

4.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

4.7 Headings and References. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

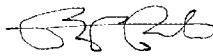
IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced by the duly authorized signatures below.

Founder

 _____
Name:

Date: 5/9/2019 _____

Sweet Nothings, Inc.

By:  _____

Name: Brook Porter

Title: Chief Financial Officer

Date: 5/8/2019 _____