

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stingray Group Inc.		07/04/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Calm.com, Inc.		
Street Address:	555 Bryant Street, Suite 262		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97767953	CALMLIFE	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	Karen A. Webb and Sabrina Shyn		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	35433-00071-05846		
NAME OF SUBMITTER:	Sabrina Shyn		
SIGNATURE:	/Sabrina Shyn/		
DATE SIGNED:	08/03/2023		
Total Attachments: 2			
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EXHIBIT D

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Assignment*") is made and entered into on the date it is signed by the last of the signatories identified below ("*Effective Date*") by and between Calm.com, Inc., a Delaware corporation having its principal address at 555 Bryant Street, Suite 262, Palo Alto, California, United States 94301 ("*Calm*"), and Stingray Group Inc., a Canadian corporation having its principal place of business at 730 Wellington, Montreal, Quebec, Canada H3C1T4 ("*Stingray*"). Calm and Stingray are each individually referred to as the "*Party*" or collectively as the "*Parties*."

RECITALS

WHEREAS, Stingray asserts that it is the owner and has used the trademark CALMLIFE for use in connection with the designation of goods and services on file with the United States Patent and Trademark Office for Application Serial No. 97767953;

WHEREAS, Stingray has adopted, used, is using and has acquired goodwill connected with the use of and symbolized by the CALMLIFE trademark and has not abandoned the same;

WHEREAS, Calm desires to acquire Stingray's rights, title, and interest in and to the CALMLIFE trademark, together with the goodwill therein; and

WHEREAS, Stingray has agreed to and is willing to sell, assign, and transfer to Calm all of his right, title, and interest in and to the CALMLIFE trademark, together with the goodwill therein;

NOW, THEREFORE, for other good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Stingray hereby sells, transfers, and assigns to Calm all of his right, title, and interest Stingray has in and to the CALMLIFE trademark, together with (i) the goodwill connected with the use of and symbolized by the CALMLIFE trademark, (ii) all registration(s) and application(s) for the CALMLIFE trademark, and (iii) any and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for infringement of the CALMLIFE trademark.

2. Stingray hereby consents to the recordation of this assignment in any applicable jurisdictions and before appropriate trademark offices. Stingray will assist Calm and execute additional documents and instruments as may be reasonably necessary to secure, perfect, maintain, confirm, or evidence the rights hereby transferred, with Calm to bear all fees and costs associated therewith.

3. This Assignment may be executed in any number of counterparts and by electronic signature (e.g., by DocuSign), each of which will constitute an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto duly execute this Agreement.

Dated: 8/1/2023

CALM.COM, INC.

Anne Hoge

By: Anne Hoge
Title: Chief Legal officer

Dated: July 4, 2023

STINGRAY GROUP INC.

[Handwritten Signature]

By: Eric Boyle
Title: President ; CEO