

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barbara J. Swaab		09/21/2023	INDIVIDUAL: UNITED STATES
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	
Registration Number:	2553590	TAKE A DEEP BREATH	
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		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	35433-00071-5881		
NAME OF SUBMITTER:	Chrissy Milanese		
SIGNATURE:	/C. Milanese/		
DATE SIGNED:	10/30/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment Agreement") is entered into as of September 21, 2023 (the "Effective Date"), by and between Barbara J. Swaab ("Swaab") and Calm.com, Inc. ("Calm") (collectively, the "Parties").

WHEREAS, Swaab owns U.S. Trademark Registration No. 2,553,590 for TAKE A DEEP BREATH for "educational services, namely, conducting conferences, seminars, workshops, and retreats in the field of stress management, and conducting yoga instruction classes" (the "TADB Mark");

[REDACTED]

[REDACTED]

WHEREAS, Swaab desires to assign and transfer to Calm all of Swaab's right, title, and interest in and to the TADB Mark, together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the various covenants, representations, acknowledgments, and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree to the following terms:

1. Assignment. Swaab, for herself and any predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Calm (i) any and all of Swaab's right, title, and interest in and to the TADB Mark and all goodwill of the business symbolized by the TADB Mark; (ii) any and all common law rights, trademark applications, and trademark registrations concerning the TADB Mark and all translations thereof owned by Swaab; and (iii) any and all rights to sue for past, present, and future infringements or misappropriations of the TADB Mark by any third party.

2. Miscellaneous.

(a) In furtherance of this Agreement, [REDACTED]

[REDACTED] Swaab acknowledges that, from this date forward, Calm has succeeded to any and all of Swaab's and Swaab's related entities' (including, without limitation, TADB, Inc.) right, title, and standing to: (i) receive all rights and benefits pertaining to the TADB Mark, [REDACTED]

[REDACTED] (ii) institute and prosecute all suits and proceedings and take all actions that Calm, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the TADB Mark; and

(iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Calm, in its sole discretion, deems advisable.

(b) Swaab represents and warrants that: (a) she has not transferred and/or assigned the TADB Mark to any other individual or entity; (b) there are no encumbrances of any kind to her alleged title and interest in the TADB Mark; and (c) she has full power, intention, and authority to enter into this Agreement and fulfill its terms.

(c) Swaab hereby covenants and agrees to promptly execute, acknowledge, or deliver all such other and further acts, assignments, transfers, assurances, and instruments as Calm may reasonably request to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in Calm's name the TADB Mark. Swaab hereby further covenants and agrees not to directly or indirectly contest or dispute Calm's right, title, and/or interest in and to the TADB Mark.

(d) This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective affiliates, other related entities, agents, legal representatives, successors, and assigns.

(e) This Agreement shall be governed by the laws of Michigan without regard for its conflict of interest laws, and shall be enforceable against the Parties in the courts of Michigan.

(f) The recitals to this Agreement are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

Barbara J. Swaab

Barbara Swaab

ASSIGNEE:

Calm.com, Inc.

By: _____

Name: _____

Title: _____

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ASSIGNOR:

Barbara J. Swaab

ASSIGNEE:

Calm.com, Inc.

By:  _____

Name: ERIC LIANG

Title: ASSOC GC