

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307897

<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>
Bradley Harrington		06/17/2014	INDIVIDUAL: UNITED STATES
Eric Ryan		06/17/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OLLY PBC		
<b>Street Address:</b>	138 Madrona Ave.		
<b>City:</b>	Belvedere		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94920		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86148487	OLLY	
<b>Serial Number:</b>	86148532	MORE YOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153920827		
<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>	415-392-1960		
<b>Email:</b>	trademarkgroup@sideman.com		
<b>Correspondent Name:</b>	Kelly Phair McCarthy		
<b>Address Line 1:</b>	One Embarcadero Center, 22nd Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	8181-1		
<b>NAME OF SUBMITTER:</b>	Barbara Bruntlett		
<b>SIGNATURE:</b>	/Barbara Bruntlett/		
<b>DATE SIGNED:</b>	06/17/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), entered into this 17th day of June, 2014, by and between **Bradley Harrington and Eric Ryan** ("**Assignors**") individuals, citizens of the United States of America and **OLLY PBC** ("**Assignee**") a corporation organized and existing under the laws of the State of Delaware, United States of America.

### WITNESSETH

**WHEREAS**, Assignor is the owner of all rights, title and interests in and to the trademark applications listed on Exhibit A attached hereto ("**Trademarks**"); and

**WHEREAS**, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer and assign to Assignee all right, title, interest and goodwill in and pertaining to the Trademarks presently owned by Assignor.

### AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

1. **Transfer of Assigned Marks.** Assignor, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's existing right, title and interest in and to the Trademarks, including, without limitation, the specific registrations identified in Exhibit A attached hereto and all of Assignor's worldwide rights in and to the Trademarks including rights of registration, common law rights and rights relating to unfair trade practices, together with all of the goodwill associated therewith.

2. **Trademark Ownership; Prosecution of Infringements; Cooperation.** Assignor acknowledges that Assignee is the sole and exclusive owner of, and has the sole and exclusive right to use, register and enforce the Trademarks as currently used or intended to be used on the goods and services described in the registrations. Each party shall reasonably cooperate with the other party, as is reasonably necessary in any investigation, action or proceeding against a trademark infringement, opposition, cancellation or other action involving the Trademarks.

3. **Further Assurances.** The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that Assignor has in the Trademarks to Assignee.

4. **Recordation.** Assignor hereby requests that the United States Patent and Trademark Office ("PTO") and the relevant trademark authority in any other country or jurisdiction throughout the world record this Assignment.

5. **Entirety of Agreement.** This Agreement and the documents to be executed pursuant thereto, together, constitute the complete statement of all the arrangements among the parties with

respect to their subject matter, and may not be amended, altered, modified or otherwise changed in any respect except in a writing signed by all parties.


6. **Governing Law.** The validity, construction and performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without reference to any choice of law or conflicts of laws principles of such state; provided, however, that any aspects of this Assignment that are the subject matter of the United States Lanham Act shall be governed by the federal laws of the United States.

7. **Successor and Assigns.** The parties acknowledge that they are acting on behalf of, and that this Agreement shall bind and benefit, the parties and their respective successors, assigns, parents, subsidiaries, affiliates and licensees throughout the world.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

ASSIGNOR:

  
Name: Bradley Harrington

ASSIGNOR:

  
Name: Eric Ryan

ASSIGNEE:

OLLY PBC

By: 

Name: Bradley Harrington

Title:

**EXHIBIT A**

**U.S. Trademarks**

**U.S. Serial No.**

86148487

86148532

**Trademark**

OLLY

MORE YOU