

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447671

<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>
OOTTS, LLC		09/22/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FLRish IP, LLC		
<b>Street Address:</b>	2100 Embarcadero Street, Suite 205		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94606		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4166130	HARBORSIDE HEALTH CENTER	
<b>Registration Number:</b>	4166131	HARBORSIDE HEALTH CENTER	
<b>Registration Number:</b>	4173358	OUT OF THE SHADOWS, INTO THE LIGHT....	
<b>Registration Number:</b>	4226223	HARBORSIDE HEALTH CENTER	
<b>Registration Number:</b>	4226224	HARBORSIDE HEALTH CENTER	
<b>Registration Number:</b>	4195184	HARBORSIDE HEALTH CENTER	
<b>Registration Number:</b>	4195185	HARBORSIDE HEALTH CENTER	
<b>Serial Number:</b>	87252703	HARBORSIDE	
<b>Serial Number:</b>	87252708	HARBORSIDE	
<b>Serial Number:</b>	87252714	V	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4153983141		
<b>Email:</b>	iplaw@evoke.law		
<b>Correspondent Name:</b>	Mary L Shapiro		
<b>Address Line 1:</b>	244 California Street, Suite 507		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		

OP \$265.00 4166130

<b>NAME OF SUBMITTER:</b>	Mary L. Shapiro
<b>SIGNATURE:</b>	/Mary L. Shapiro/
<b>DATE SIGNED:</b>	10/18/2017
<b>Total Attachments: 6</b> source=OOTS, LLC Assignment FLRish IP, LLC#page1.tif source=OOTS, LLC Assignment FLRish IP, LLC#page2.tif source=OOTS, LLC Assignment FLRish IP, LLC#page3.tif source=OOTS, LLC Assignment FLRish IP, LLC#page4.tif source=OOTS, LLC Assignment FLRish IP, LLC#page5.tif source=OOTS, LLC Assignment FLRish IP, LLC#page6.tif	

## SCHEDULE II

### CONDITIONAL TRADEMARK ASSIGNMENT AGREEMENT OOTS, LLC

THIS CONDITIONAL TRADEMARK ASSIGNMENT AGREEMENT ("Conditional Trademark Assignment") made as of September 22, 2017, by and between OOTS, LLC, a California limited liability company ("Assignor") and FLRish IP, LLC a California limited liability company ("Assignee").

WHEREAS, Assignor has agreed to conditionally assign and transfer to Assignee the title, rights, interests, benefits, and privileges in and to all of the trademarks specified on Exhibit A, and any internet domains registered by Assignor that are associated with such trademarks, (collectively, the "Assigned Trademarks"), together with the respective goodwill of the business symbolized by the respective Assigned Trademarks; and

WHEREAS, the Assignor now wishes to conditionally assign and transfer the Assigned Trademarks to Assignee, and Assignee is desirous of conditionally acquiring the Assigned Trademarks from the Assignor; and

WHEREAS, Assignor has this day entered into a certain Intellectual Property Purchase Agreement (the "Agreement") pursuant to which Assignor has agreed to conditionally sell, assign and transfer certain IP Assets and liabilities to Assignee; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in either the Agreement or the Note; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the conditions set forth herein:

1. Assignor does hereby conditionally assign, sell, transfer and grant unto Assignee all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark (whether registered or unregistered), and each registration thereof, and each trademark registration application (whether federal or state, and whether foreign or domestic) owned by Assignor, including, without limitation, each such trademark, or trademark or registration application set forth on Exhibit A, attached hereto and incorporated herein by reference;

(ii) all products and proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own; and

(iii) the goodwill of Assignor's business symbolized by each of the foregoing;

(all of the foregoing, individually and collectively, the "Trademarks").

PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, SATISFACTION OF THE FOLLOWING CONDITION SUBSEQUENT:

The payment in full of the principal amount owed and outstanding by Assignee as Borrower under the Note, plus any accrued interest earned on the unpaid balance from May\_\_\_\_, 2017, until paid, pursuant to the terms outlined in the Note.

2. Representations and Warranties of Assignor

Assignor does hereby acknowledge, affirm and represent that:

(i) Exhibit A contains a true and complete record of (a) all registered (state, federal and international) trademarks in which Assignor has any interest and (b) all applications pending for registration of trademarks in which Assignor has any interest.

(ii) The trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(iii) Each of the trademarks is valid and enforceable.

(iv) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons.

(v) Assignor shall indemnify, defend and hold Assignee, its affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignor with respect to or arising out of or in any way connected with this Assignment.

(vi) At such time as Assignee, as Borrower, shall completely and finally satisfy all of the payment obligations owing under the Note, Assignor shall execute and deliver to Assignee all deeds, assignments and other instruments as may be necessary or proper to vest in Assignee full title to the Trademarks.

3. Representations and Warranties of Assignee

Assignee does hereby acknowledge, affirm and represent that:

(i) Until all of the payment obligations shall have been satisfied in full under the terms of the Note, Assignee may not enter into any agreement (for example, a license agreement) which is inconsistent with Assignee's obligations under this Assignment and the Note, without first obtaining Assignor's prior written consent.

(ii) If, before the payment obligations under the Note shall have been satisfied in full by Assignee, Assignor shall obtain rights to any additional registered trademarks, or become entitled to the benefit of any registration applications for trademarks, the provisions of this Conditional Trademark Assignment shall automatically apply thereto.

4. This Conditional Trademark Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by email transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

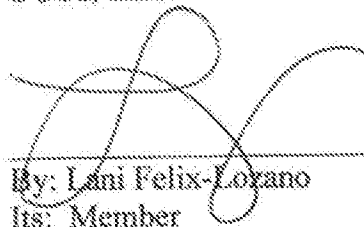
5. This Conditional Trademark Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

*{signature page to follow}*

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Conditional Trademark Assignment effective as of the date first above written.

**ASSIGNOR**

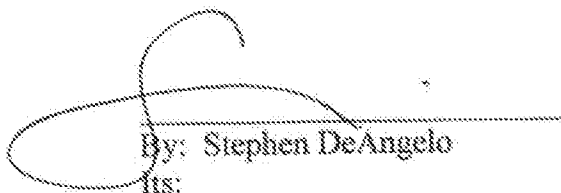
OOIS, LLC



By: Lami Felix-Lorano  
Its: Member

**ASSIGNEE**

FLRish IP, LLC  
a California limited liability company



By: Stephen DeAngelo  
Its:

**EXHIBIT A**  
**CONDITIONAL ASSIGNMENT OF TRADEMARKS**

**Federally Registered Trademarks:**

	Serial Number	Reg. Number	Word Mark
1	87252714		V
2	87252708		HARBORSIDE
3	87252703		HARBORSIDE
4	85109948	4195185	HARBORSIDE HEALTH CENTER
5	85109946	4226224	HARBORSIDE HEALTH CENTER
6	85109939	4195184	HARBORSIDE HEALTH CENTER
7	85109936	4226223	HARBORSIDE HEALTH CENTER
8	85109947		HARBORSIDE HEALTH CENTER
9	85109937		HARBORSIDE HEALTH CENTER
10	85109944		HARBORSIDE HEALTH CENTER
11	85109934		HARBORSIDE HEALTH CENTER
12	85109945		HARBORSIDE HEALTH CENTER
13	85109943		HARBORSIDE HEALTH CENTER
14	85109942		HARBORSIDE HEALTH CENTER
15	85109940		HARBORSIDE HEALTH CENTER
16	85109935		HARBORSIDE HEALTH CENTER
17	85109932		HARBORSIDE HEALTH CENTER
18	85109930		HARBORSIDE HEALTH CENTER
19	85109928		HARBORSIDE HEALTH CENTER
20	77891924	4173358	OUT OF THE SHADOWS, INTO THE LIGHT...
21	77891908	4166131	HARBORSIDE HEALTH CENTER
22	77891894	4166130	HARBORSIDE HEALTH CENTER
23	77891914		OUT OF THE SHADOWS, INTO THE LIGHT...
24	77891902		HARBORSIDE HEALTH CENTER
25	77891845		HARBORSIDE HEALTH CENTER

**State Registered Trademarks:**

Trademark	Jurisdiction	Status
HARBORSIDE	California	Pending
HARBORSIDE	California	Pending
HARBORSIDE	California	Pending
HARBORSIDE	California	Not Yet Filed
HARBORSIDE logo	California	Pending
HARBORSIDE logo	California	Pending
HARBORSIDE logo	California	Not Yet Filed
HARBORSIDE logo	California	Pending
Peace Sign logo	California	Pending
Peace Sign logo	California	Not Yet Filed
Peace Sign logo	California	Pending
Peace Sign logo	California	Pending