

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514071

<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>
Thrive TRM LLC		02/28/2019	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thrive TRM, LLC		
<b>Street Address:</b>	56 N. Haddon Avenue, 1st Floor		
<b>City:</b>	Haddonfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08033		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5276784	THRIVE TRM	
<b>Registration Number:</b>	5464859		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>	3142592000		
<b>Email:</b>	bcipdocketing@bclplaw.com		
<b>Correspondent Name:</b>	BRYAN CAVE LEIGHTON PAISNER LLP		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	1089887.20		
<b>NAME OF SUBMITTER:</b>	Mark A. Paskar		
<b>SIGNATURE:</b>	/Mark A. Paskar/		
<b>DATE SIGNED:</b>	03/13/2019		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into as of February 28, 2019, between Thrive TRM LLC, a limited liability company organized and existing under the laws of the State of New Jersey, with a place of business at 56 N. Haddon Avenue, 1<sup>st</sup> Floor, Haddonfield, New Jersey 08033 ("Assignor") and Thrive TRM, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with a place of business at 56 N. Haddon Avenue, 1<sup>st</sup> Floor, Haddonfield, New Jersey 08033 ("Assignee").

**WHEREAS**, Assignor owns the trademarks and service marks THRIVE TRM and THRIVE TRM and Design and variations of same, including related design marks, in the United States of America and elsewhere in the world, including all applications and registrations therefore, and owns other transferable rights associated with these marks, including, but not limited to, U.S. Trademark Reg. Nos. 5,276,784 (THRIVE TRM®) and 5,464,859 (Thrive TRM Logo) and European Union Trademark Reg. No. 01479922 (THRIVE TRM and Design), as listed on Exhibit A, and the good will of the business associated with all of the foregoing (collectively, the "Marks"); and

**WHEREAS**, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Marks;

**NOW THEREFORE**, in consideration of Ten Dollars (\$10.00), the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Marks (including the registrations listed on Exhibit A), all common law rights therein, any and all trademark and/or service mark rights related thereto; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

2. **Further Assurances**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

3. **Authorizations**. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices) to record this Agreement and transfer the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

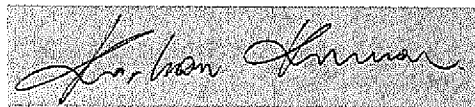
4. **Governing Law**. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

5. **Counterparts.** This Agreement may be executed in original, facsimile or electronic counterparts, each of which will be deemed an original, and which when taken together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed on behalf of the parties as of the below date(s).

**THRIVE TRM LLC, a New Jersey LLC**



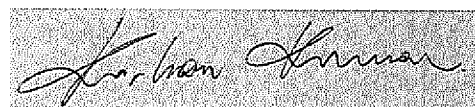
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By: Korhan Kivanc

Title: Authorized Person

Date: February 28, 2019

**THRIVE TRM, LLC, a Delaware LLC**



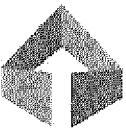

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By: Korhan Kivanc

Title: Authorized Person

Date: February 28, 2019

**Exhibit A**

<b>Trademark</b>	<b>Country</b>	<b>App/Reg. No. Filing/Reg. Date</b>	<b>Int'l Class(es)</b>	<b>STATUS</b>
THRIVE TRM®	United States	5,276,784 August 29, 2017	Class 42	<ul style="list-style-type: none"> <li>• Registered</li> <li>• Sections 8 &amp; 15</li> </ul> Declaration due on or before <b><u>August 29, 2023</u></b>
	United States	5,464,859 May 8, 2018	Classes 35 and 42	<ul style="list-style-type: none"> <li>• Registered</li> <li>• Sections 8 &amp; 15</li> </ul> Declaration due on or before <b><u>May 8, 2024</u></b>
 thrive TRM™	European Union	014797922 March 15, 2016	Classes 35 and 42	<ul style="list-style-type: none"> <li>• Registered</li> </ul> • Renewal due on or before <b><u>November 16, 2025</u></b>