OF \$40.00 5305800

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM514402

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Samasource, Inc.		11/19/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Samasource Impact Sourcing, Inc.	
Street Address:	2017 Mission Street, Suite 301	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94110	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5305800	SAMA SOURCE

CORRESPONDENCE DATA

Fax Number: 8013550160

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.

Phone: 6505374504

Email: trademarks@patentlawworks.net

Correspondent Name: Hoang-chi Truong

Address Line 1: 310 East 4500 South, Suite 400 Address Line 4: Salt Lake City, UTAH 84107

NAME OF SUBMITTER:	Hoang-chi Truong
SIGNATURE:	/hoangchitruong/
DATE SIGNED:	03/14/2019

Total Attachments: 2

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TRADEMARK REEL: 006591 FRAME: 0698

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 19, 2018, is made and entered into by and between Samasource, Inc., a Delaware corporation ("Assignor"), and Samasource Impact Sourcing, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Common Stock Purchase Agreement, dated as of November 19, 2018 (the "*Purchase Agreement*"), pursuant to which Assignee has acquired assets of Assignor and to which Assignee is to receive all of Assignor's

right, title, and interest in and to the trademark , together with the good will associated with and symbolized by it (the "Assigned Trademark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, all of its right, title, and interest in, to, and under the Assigned Trademark, including, without limitation, all common law rights for the mark, all applications to register the Assigned Trademark, and all registrations that have been or may be granted for the Assigned Trademark, including U.S. Trademark Registration No. 5,305,800, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademark and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademark and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademark.
- 2. <u>Further Assurances</u>. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.
- 3. <u>Miscellaneous</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

1

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

SAMASOURCE, INC.

Name: Lella Janah

Title: Chief Executive Officer

SAMASOURCE IMPACT SOURCING, INC.

Name: Leila Janah

Title: Chief Executive Officer

2

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