

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517849

<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>
TARA Spa Therapy, Inc.		03/29/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Earthlite, LLC		
<b>Street Address:</b>	990 Joshua Way		
<b>City:</b>	Vista		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92081		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2174770	HERBAL EASE	
<b>Registration Number:</b>	2181194	TARA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
<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>	5616535000		
<b>Email:</b>	angela.martin@akerman.com		
<b>Correspondent Name:</b>	Akerman LLP		
<b>Address Line 1:</b>	777 S. Flagler Dr., Ste. 1100 West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>ATTORNEY DOCKET NUMBER:</b>	0332605		
<b>NAME OF SUBMITTER:</b>	Stacy A. Baim		
<b>SIGNATURE:</b>	/Stacy A. Baim/		
<b>DATE SIGNED:</b>	04/08/2019		
<b>Total Attachments: 5</b>			
source=Tab 07 - IP Assignment - Tara Spa#page1.tif			
source=Tab 07 - IP Assignment - Tara Spa#page2.tif			
source=Tab 07 - IP Assignment - Tara Spa#page3.tif			
source=Tab 07 - IP Assignment - Tara Spa#page4.tif			

CH \$65.00 2174770



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of March 29, 2019, by and between TARA Spa Therapy, Inc., a California corporation (“Assignor”) and Earthlite, LLC, a California limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor, Assignee and certain other parties are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”);

**WHEREAS**, pursuant to and subject to the terms of the Purchase Agreement and that certain Bill of Sale, Assignment and Assumption dated as of the date hereof (the “Assignment Agreement”), at the Closing (i) Assignor will sell, assign, transfer, convey and deliver to Assignee, all right title and interest in, to and under all of the Purchased Assets (other than the Contributed Assets) and (ii) Assignee will assume the Assumed Liabilities; and

**WHEREAS**, in connection with the Closing of the Purchase Agreement and the Assignment Agreement, Assignor has agreed to enter into, execute and deliver this IP Assignment conveying, transferring, and assigning all Intellectual Property included in the Purchased Assets (the “Intellectual Property Assets”) to Assignee.

**NOW, THEREFORE**, in exchange for the consideration stated in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned IP. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of the Assignors’ right, title, and interest in and to the following (collectively, the “Assigned IP”):

(a) all Intellectual Property Assets, including the intellectual property listed on Schedule A hereto;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon

Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This IP Assignment 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 that would cause the application of the Laws of any other jurisdiction other than the State of Delaware.

5. Binding on Successors. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one instrument. Any signatures to this IP Assignment obtained via facsimile, photocopy, or portable document format (".pdf") shall be deemed original signatures in all cases.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this IP Assignment as of the date first above written.

**ASSIGNOR:**

**TARA SPA THERAPY, INC.**

By: Tara Brooke Grodzicki  
Name: Tara Grodzicki  
Title: President

**ASSIGNEE:**

**EARTHLITE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this IP Assignment as of the date first above written.

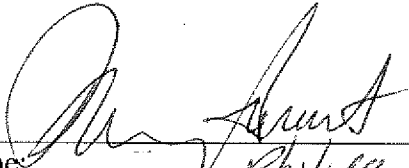
**ASSIGNOR:**

**TARA SPA THERAPY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**EARTHLITE, LLC**

By:   
Name: Philippa Barnett  
Title: VP / CFO

**SCHEDULE A**

Federal Registrations and Applications					
Reg. Number	Serial Number	Word or Design Mark	Owner Name	Live/Dead	Status
2174770	75292157	HERBAL EASE	TARA SPA THERAPY, INC.	LIVE	No TTAB proceedings. Maintenance filings up to date. Change of name from Bodywise Spa Products, Inc. to Tara Spa Therapy, Inc. dated Feb. 10, 1998 recorded with the USPTO. No other assignments or security interests recorded with the USPTO.
2181194	75148437	TARA	TARA SPA THERAPY, INC.	LIVE	No TTAB proceedings. Maintenance filings up to date. No assignments or security interests recorded with the USPTO.

[Exhibit A to IP Assignment]