

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900558585		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raise Labs, Inc.		07/01/2020	Corporation:
RECEIVING PARTY DATA			
Name:	CL RM ACQUISITION SUB, LLC		
Street Address:	1340 S. Spectrum Blvd., Suite 200		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85286		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5122767	RAISE.ME	
Registration Number:	5402366	RAISEME	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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>			
Phone:	617-570-1000		
Email:	US-PatentBos@goodwinlaw.com, ABeaulieu@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 NORTHERN AVENUE		
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ATTORNEY DOCKET NUMBER:	139037.308115		
NAME OF SUBMITTER:	Joel E. Lehrer		
SIGNATURE:	/Joel E. Lehrer/		
DATE SIGNED:	08/20/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 1st day of July, 2020, by and between Raise Labs, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 230 9th Street, San Francisco, CA 94103 ("Assignor") and CL RM Acquisition Sub, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 1340 S. Spectrum Blvd., Suite #200, Chandler, AZ 85286 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date of hereof (the "Purchase Agreement"), pursuant to which Assignor transfers, conveys and grants to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Nothing contained in this Assignment shall be deemed to expand, impair, supersede, modify, limit, extend, expand, add to, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities contained in the Purchase Agreement, which 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.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: **RAISE LABS, INC.**

Preston Silverman

Signature: _____

Name: Preston Silverman

Title: Chief Executive Officer


Signature page to Trademark Assignment

TRADEMARK
REEL: 007019 FRAME: 0597

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNEE:

CL RM ACQUISITION SUB, LLC

Signature:  _____

Name: Gregg Scoresby

Title: Chief Executive Officer

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
RAISE.ME	United States of America	87/043127; 5/19/16	5122767; 01/17/2017
RAISEME	United States of America	87/043201; 5/19/16	5402366; 02/13/2018