

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM614891

<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>
The Lifetime Value Co. Inc.		12/16/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Lifetime Value Co. LLC		
<b>Street Address:</b>	48 West 38th Street, 8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<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>Serial Number:</b>	88901044	LTV	
<b>Serial Number:</b>	88901052	THE LIFETIME VALUE CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175265000		
<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>	617-526-6154		
<b>Email:</b>	janey.davidson@wilmerhale.com		
<b>Correspondent Name:</b>	Barbara A. Barakat, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	2213768.127		
<b>NAME OF SUBMITTER:</b>	Barbara A. Barakat		
<b>SIGNATURE:</b>	/barbara a. barakat/		
<b>DATE SIGNED:</b>	12/16/2020		
<b>Total Attachments: 4</b>			
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OP \$65.00 88901044



## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 16, 2020 (the "Effective Date"), is made and entered into by and between The Lifetime Value Co. Inc., a Delaware corporation ("Assignor"), and The Lifetime Value Co. LLC, a Delaware limited liability company ("Assignee"). Each of the parties hereto is referred to herein individually as a "Party," and collectively as the "Parties."

### **RECITALS**

WHEREAS, Assignor desires to sell, transfer, convey, assign and deliver to Assignee, and Assignee desires to acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under all of Assignor's registered trademarks, applications to register, and renewals of the foregoing listed on the attached Schedule A hereto (the "Trademarks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to Assignee all of Assignor's rights, title and interests of every kind, nature and description in, to and under the Trademarks. The assignment of the rights, title or interests in the Trademarks pursuant to this Section 1 shall include (a) the assignment of Assignor's rights, title and interests in the Trademarks, (b) any and all goodwill connected with the use of and symbolized by such Trademarks; and (c) the rights, as applicable: (i) to sue and recover damages and obtain other equitable relief for present and future infringement, dilution, misappropriation or other violation or conflict associated with such Trademarks, (ii) to claim priority based on such Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, (iii) to prosecute, register, maintain and defend such Trademarks before any public or private agency, office or registrar and (iv) to fully and entirely stand in the place of such Assignor and its affiliates, as applicable, in all matters related to such Trademarks as if this Assignment had not been made..

2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority so as to perfect its ownership of the Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and applications for the Trademarks to Assignee as assignee of Assignor's right, title and interest therein, in accordance with this Assignment, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Trademarks.

3. Further Assurances. From and after the Effective Date, upon Assignee's reasonable request and at Assignee's expense, Assignor shall cooperate with Assignee to (a) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any others documents or instruments; (b) file or cause to be filed all filings with the appropriate governmental authorities and/or domain name registrars; and (c) take or cause to be taken all actions as may be reasonably

required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Trademarks, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment.


4. Governing Law. This Assignment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the internal 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 those of the State of Delaware.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed and delivered as of the date first above written.

**ASSIGNOR:**

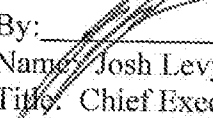
**THE LIFETIME VALUE CO. INC.**

By:   
Name: Josh Levy  
Title: Chief Executive Officer

**ASSIGNOR:**

**THE LIFETIME VALUE CO. LLC**


By: LTV Intermediate Co. LLC  
Its Sole Member

By:   
Name: Josh Levy  
Title: Chief Executive Officer

[Trademark Assignment]

**TRADEMARK**  
**REEL: 007137 FRAME: 0216**

**SCHEDULE A**

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
 LTV and Design	88901044	May 5, 2020
THE LIFETIME VALUE CO.	88901052	May 5, 2020