TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM706619

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the state of formation for the Assignor from Delaware to California previously recorded on Reel 006591 Frame 0698. Assignor(s) hereby confirms the "Trademark Assignment by and between Samasource, Inc., a Delaware corporation".

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Samasource Impact Sourcing, Inc.	
Street Address:	et 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: 9495676710

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: 415-773-5700

Email: ipprosecutionsf@orrick.com

Correspondent Name: Ashlie J. Smith

Address Line 1: Orrick, Herrington & Sutcliffe LLP
Address Line 2: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	45635.1/C3Z6
NAME OF SUBMITTER:	Ashlie J. Smith
SIGNATURE:	/Ashlie J. Smith/
DATE SIGNED:	02/04/2022

Total Attachments: 5

source=assignment-tm-6591-0698#page1.tif source=assignment-tm-6591-0698#page2.tif

TRADEMARK REEL: 007622 FRAME: 0611

source=assignment-tm-6591-0698#page3.tif source=Corrective Trademark Assignment Samasource (11-19-2018) (signed)#page1.tif source=Corrective Trademark Assignment Samasource (11-19-2018) (signed)#page2.tif

TRADEMARK REEL: 007622 FRAME: 0612

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 400Address Line 4:Salt Lake City, UTAH 84107

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

Total Attachments: 2

source=Samasource-SIS trademark assignment_Executed#page1.tif source=Samasource-SIS trademark assignment_Executed#page2.tif

TRADEMARK REEL: 007622 FRAME: 0613

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.

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

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 19, 2018, California 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.

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

The second of the second second second	early efficiency of the PV control of the control
	ay ranggar <u>bay ng</u> minanggar na ma
and the second s	SAMASOURCE, INC.
at the second of	((C 2) (S)
	By:
	Name: Lella Janah
	Title: Chief Executive Officer
	SAMASOURCE IMPACT SOURCING, INC.
	4.1
gradient de la companya de la compan	Ву:
	Name: Leila Janah
	Title: Chief Executive Officer
	化氯化二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基
tion of the transfer of the second	
	Corrective Trademark Assignment
	on a second of the feet the second of
	and the state of t
	Samasource, Inc.,
And the second second	
	By: Windy Gonzales
	By: Windy Gonzalez Name: Wendy Gonzalez
	Title: Secretary & Chief Financial Officer for
	Leila Janah Foundation, f/k/a Samasource,
	Inc.
execution of the second of the	
	Date: 2/3/2022
en e	and the service of the control of th
e de la companya de	Samasource Impact Sourcing, Inc.
	Samuel of impact Sourcing, inc.
	By: Alex Shee
and the second s	Name: Alex Shee
	Title: VP Corporate Development & Strategy

Date: 2/4/2022

Date: 2/4/2022