

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763478

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                     |
| Shipman Associates, LLC   |  | 01/26/2022            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | No Planet B, LLC                                   |                       |  |
| <b>Doing Business As:</b>   | EcoFabulous  |                       |  |
| <b>Street Address:</b>  | 5885 Hollis Street, Suite 100                      |                       |  |
| <b>City:</b>  | Emeryville   |                       |  |
| <b>State/Country:</b>   | CALIFORNIA   |                       |  |
| <b>Postal Code:</b>   | 94608  |                       |  |
| <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>   | 88947775   | ECO FAB ULOUS         |  |
| <b>Serial Number:</b>   | 90450798   | ECOMANIAC             |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 8777697945   |                       |  |
| <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>   | 617-542-5070                                       |                       |  |
| <b>Email:</b>   | tmdoctc@fr.com                                     |                       |  |
| <b>Correspondent Name:</b>  | Fish & Richardson P.C.                             |                       |  |
| <b>Address Line 1:</b>  | P.O. Box 1022                                      |                       |  |
| <b>Address Line 4:</b>  | Minneapolis, MINNESOTA 55440-1022                  |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 53931.0051001                                      |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Sarah B. Kelleher                                  |                       |  |
| <b>SIGNATURE:</b>   | /Sarah B. Kelleher/                                |                       |  |
| <b>DATE SIGNED:</b>   | 10/25/2022   |                       |  |
| <b>Total Attachments: 3</b>   |  |                       |  |
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| source=Ecofab - Shipman LLC - Trademark Assignment#page2.tif  |  |                       |  |



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**TRADEMARK ASSIGNMENT**

This Trademark Assignment Agreement, dated January 26, 2022 (“Effective Date”) is made by and between Shipman Associates, LLC, a Delaware limited liability company, d/b/a theBalm, (“Assignor”) and No Planet B, LLC, a Delaware limited liability company, d/b/a EcoFabulous, (“Assignee”).

WHEREAS, Assignor is the owner of the following trademarks:

| COUNTRY       | TRADEMARK  | APP. NO.                                     | REG. NO.      |
|---------------|--|--|---------------|
| United States | ECOFABULOUS  | 88279494                                     | N/A           |
| United States |   | 88947775                                     | N/A           |
| United States |   | 88947808                                     | N/A           |
| UK            | ECOFABULOUS  |  | UK00918040485 |
| WIPO          | ECOFABULOUS (Basic application<br>US (United States of America) ,<br>28.01.2019, 88279494.<br>(832) Designation(s) under the<br>Madrid Protocol<br>AU (Australia), CO (Colombia) ,<br>DZ (Algeria) , EG (Egypt) , IN<br>(India) , IS (Iceland) , JP (Japan) ,<br>MX (Mexico), NZ (New<br>Zealand) , PH (Philippines) , RU<br>(Russian Federation) , SG<br>(Singapore) , TR (Turkey) , VN<br>(Viet Nam) . | International<br>Registration No.<br>1462765 |               |
| United States | ECOMANIAC  | 90450798                                     | N/A           |
| China         | ECOFABULOUS  |  | 36896109      |

(collectively, the “Trademarks”);

WHEREAS, Assignor and Assignee have entered into that certain IP Assignment and License Agreement dated on or about the date hereof (the “Assignment Agreement”),

WHEREAS, Assignor wishes to assign all of its right, title and interest in and to the

Trademarks,

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**Section 1. Assignment.** Assignor does hereby assign unto Assignee all rights, including common law rights, title and interest, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks, together with the goodwill of the business symbolized by said trademarks and applications and registrations thereof, all remedies against infringements thereof, all damages and payments for past, present and future infringement, dilution or misappropriation of such Trademarks, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Trademarks, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Trademarks. The Trademarks are being assigned as part of the entire business or portion thereof to which the Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

**Section 2.** Each of Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Assignment Agreement, and any limitations thereto, shall not be superseded or amended hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Assignment Agreement, the terms of the Assignment Agreement shall control.

**Section 3.** This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (excluding any rule of law that would cause the application of the laws of any jurisdiction other than the laws of the State of Delaware).

Shipman Associates, LLC

By: Marissa Shipman

Name: Marissa Shipman

Title: Manager

Date: January 26, 2022

[Signature Page to Trademark Assignment]