

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mayflower Weddings, Inc.		11/18/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Something Green, LLC		
Street Address:	Two Wisconsin Circle		
Internal Address:	3rd Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97221775	WEVEN - THE ONLY TWO-SIDED VENUE MANAGEM	
Serial Number:	90776412	WEVEN - THE FIRST-EVER VENUE MANAGEMENT	
Serial Number:	90560809	WEVEN	
Serial Number:	90520238	WEVEN - WE HAVE YOUR VENUE AND EVERYTHIN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@verrill-law.com		
Correspondent Name:	Kelly A. Donahue		
Address Line 1:	Verrill Dana, LLP		
Address Line 2:	One Portland Square		
Address Line 4:	Portland, MAINE 04101		
ATTORNEY DOCKET NUMBER:	18314-0000		
NAME OF SUBMITTER:	Kelly A. Donahue		
SIGNATURE:	/KAD/		
DATE SIGNED:	11/30/2022		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“*Assignment*”) is effective as of November 18, 2022, by MAYFLOWER WEDDINGS, INC., a Delaware corporation (the “*Assignor*”), and SOMETHING GREEN, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement), pursuant to which Assignee has agreed to purchase from Assignor certain assets of Assignor, including, without limitation, all of Assignor’s right, title and interest in and to all of the trademarks, trade names, service marks, in each case that are part of the Assets, whether registered or unregistered, and all applications and registrations thereof and all worldwide and common law rights thereto, including but not limited to the trademarks, trade names and service marks identified on Exhibit A attached hereto (collectively, the “*Marks*”).

NOW, THEREFORE, in accordance with the terms of the Purchase Agreement and in consideration of the promises and mutual covenants and agreements contained herein and therein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, conveys, transfers and delivers to Assignee, all of Assignor’s rights, title and interests in and to the Marks, together with (a) the applications for registration and registrations of the Marks; (b) all worldwide and common law rights that Assignor may have in the Marks; (c) the right to prosecute such applications or any new applications for the Marks, and enjoy the benefits of any registrations resulting therefrom worldwide; (d) the goodwill of the business symbolized by and associated with the Marks; and (e) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill. Assignor hereby authorizes the United States Patent and Trademark Office and the European Union Intellectual Property Office and any other official or organization whose duty it is to assign and/or maintain any of the Marks to record Assignee as the assignee and owner of all Marks currently in the name of Assignor.

2. Further Assurances. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments, conveyances and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Marks, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.

3. Miscellaneous. Capitalized terms used without definitions in this Assignment will have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This


Assignment will be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment will, or will be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will govern and control. 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 will not waive any of its rights under such terms or provisions. This Assignment will bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. A signed copy of this Assignment delivered by facsimile or email or other electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the day and year first above written.

ASSIGNOR:

MAYFLOWER WEDDINGS, INC.,
a Delaware corporation

By:  _____
Name: Sam McElhinney
Title: CEO

ASSIGNEE:

SOMETHING GREEN, LLC
a Delaware limited liability company

By: _____
Name: Felicity Chaban
Title: General Counsel and Secretary

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the day and year first above written.

ASSIGNOR:

MAYFLOWER WEDDINGS, INC.,
a Delaware corporation

By: _____
Name: Sam McElhinney
Title: CEO

ASSIGNEE:

SOMETHING GREEN, LLC
a Delaware limited liability company


By:  _____
Name: Felicity Chaban
Title: General Counsel and Secretary

EXHIBIT A

TRADEMARK REGISTRATIONS/APPLICATIONS

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Renewal Deadline	Owner	Notes
US	Weven - The only two-sided venue management system	On 11/29/2022, application will be published for opposition.	97221775	1/16/2022	n/a	n/a	n/a	Mayflower Weddings, Inc.	Intent-to-use application for "providing temporary use of online, non-downloadable software for hosting, managing and coordinating events, such as weddings" in IC 42.
US	Weven - The first ever venue management system	Allowed. A statement of use or an extension must be filed by 1/5/2023.	90776412	6/16/2021	n/a	n/a	n/a	Mayflower Weddings, Inc.	Intent-to-use application for "providing temporary use of online, non-downloadable software for hosting, managing and coordinating events, such as weddings" in IC 42.

US	WEVEN	Allowed. A statement of use or an extension must be filed by 1/5/2023.	90560809	3/4/2021	n/a	n/a	n/a	Mayflower Weddings, Inc.	Intent-to-use application for "hospitality services, namely, providing wedding venues facilities for social function" for IC 43.
US	Weven - We have your venue and everything for it	Extended. A statement of use or an extension must be filed by 12/7/2022.	90520238	2/9/2021	n/a	n/a	n/a	Mayflower Weddings, Inc.	Intent-to-use application for "providing temporary use of online, non-downloadable software for hosting, managing and coordinating" for IC 42.