

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BoostCeuticals, LLC		02/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BURT'S BEES PRODUCTS COMPANY		
Street Address:	1221 Broadway		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90848470	BOOSTED	
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>			
Phone:	510-271-7000		
Email:	trademarks@clorox.com		
Correspondent Name:	Nina Han		
Address Line 1:	1221 Broadway		
Address Line 4:	Oakland, CALIFORNIA 94612		
ATTORNEY DOCKET NUMBER:	TM/BBPC		
NAME OF SUBMITTER:	Nina Han		
SIGNATURE:	/Nina Han/		
DATE SIGNED:	05/12/2023		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of February 6, 2023 (the "Effective Date"), is made and entered into by and between BoostCeuticals, LLC, a limited liability company incorporated under the laws of the State of Delaware ("Assignor") and The Burt's Bees Products Company, a company incorporated under the laws of Delaware ("Assignee"), (Assignor and Assignee are referred to herein as a "Party," and together as the "Parties").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of February 6, 2023 (the "APA" - capitalized terms used but not defined herein shall have the meaning set forth therein), among Assignor and Assignee, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase, accept and acquire from Assignor, free and clear of all Liens, all rights, title and interest in and to all assets and rights of the Boosted Business, including all rights, title and interest in and to the Intellectual Property of the Boosted Business set forth in Section 1 below.

WHEREAS, pursuant to the APA, Assignee is the successor to the ongoing and existing business of Assignor to which the BOOSTED Trademark Application (as defined below) pertains.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Assignor executes this Assignment in favor of Assignee:

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to Assignee all of Assignor's rights, title and interest of every kind, nature and description in, to and under (a) the United States patent application titled METHODS, ANHYDROUS COMPOSITIONS AND APPLICATORS FOR DELIVERY OF NUTRITIONAL SUPPLEMENTS WHILE CONCURRENTLY/SIMULTANEOUSLY PROVIDING AROMATHERAPY, application number 17,690,506 and (b) the United States intent-to-use trademark application for the BOOSTED mark, serial number 90,848,470 (the "BOOSTED Trademark Application") (such applications described in (a) and (b), the "IP Applications"), including but not limited to (i) any and all goodwill connected with the use of and symbolized by such IP Applications and all common law rights therein; and (ii) the rights, as applicable: (A) to sue and recover damages, refunds, rights of recovery, rights of setoff and rights of recoupment of any kind and obtain other equitable relief for present and future infringement, dilution, misappropriation or other violation or conflict associated with such IP Applications accruing or arising at any time prior to, on or after the Effective Date, whether choate or inchoate, known or unknown, contingent or otherwise, (B) to claim priority based on such IP Applications under the laws of any applicable jurisdiction and/or under applicable international conventions or treaties, (C) to prosecute, register, maintain and defend such IP Applications before the United States Patent and Trademark Office, the United States Copyright Office, any domain name registrar, and any other applicable public or private entities, agencies, authorities, or registrars in any applicable jurisdictions in the world (each, an "IP Authority") and (D) to fully and entirely stand in the place of Assignor in all matters related to such IP Applications.

SECTION 2. Recordation. Assignor hereby (a) authorizes Assignee to record this Assignment with any applicable IP Authority and (b) authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the relevant IP Authority to transfer all registrations and applications for the IP Applications to Assignee as assignee of Assignor's rights, title and interest therein, in accordance with this Assignment, and to issue to Assignee all registrations which issue with respect to the applications for Intellectual Property rights in such IP Applications.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee's reasonable request and at Assignee's cost and 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

IP Authority; and (c) take or cause to be taken all actions, as are reasonably required to convey and transfer to and vest in Assignee and protect its rights, title and interest in, to and under all of the IP Applications, and as otherwise are appropriate to carry out the transactions contemplated by this Assignment.

SECTION 4. Miscellaneous.

(a) Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Assignment, or portion thereof, to be invalid or unenforceable, such provision of the Assignment will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Assignment will continue in full force and effect. The Parties agree to negotiate in good faith an enforceable substitute provision for any unenforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.

(b) Amendment. This Assignment may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each of the Parties.

(c) Governing Law and Venue. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws principles thereof. Each Party (a) irrevocably consents to the exclusive jurisdiction and venue of the Delaware Court of Chancery (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court located within the State of Delaware), in connection with any matter based upon or arising out of this Assignment or the matters contemplated herein, (b) agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and (c) waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or process.

(d) Counterparts. This Assignment may be executed in two (2) or more counterparts and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party; it being understood that all Parties need not sign the same counterpart. All of the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Assignment. The delivery by facsimile or by electronic delivery in PDF format of this Assignment with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the Parties to the terms and conditions set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Assignment as of the Effective Date.

ASSIGNOR:

BOOSTCEUTICALS, LLC

By: _____

Name: Jay Tapper

Title: Chief Executive Officer

ACCEPTED BY:

ASSIGNEE:

THE BURT'S BEES PRODUCTS COMPANY

By: *Mariah Eckhardt*

Name: Mariah Eckhardt

Title: Vice President & General Manager

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Assignment as of the Effective Date.

ASSIGNOR:

BOOSTCEUTICALS, LLC

By:  _____
DocuSigned by:
Jay Tapper
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Name: Jay Tapper

Title: Chief Executive Officer

ACCEPTED BY:

ASSIGNEE:

THE BURT'S BEES PRODUCTS COMPANY

By: _____

Name: Mariah Eckhardt

Title: Vice President & General Manager