

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869127

|                              |                          |
|------------------------------|--------------------------|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION             |
| <b>NATURE OF CONVEYANCE:</b> | NUNC PRO TUNC ASSIGNMENT |
| <b>EFFECTIVE DATE:</b>       | 02/16/2021               |
| <b>RESUBMIT DOCUMENT ID:</b> | 900827528                |

## CONVEYING PARTY DATA

| Name            | Formerly | Execution Date | Entity Type                              |
|-----------------|----------|----------------|--|
| Arborwell, LLC, |          | 01/10/2024     | Limited Liability Company:<br>CALIFORNIA |

## RECEIVING PARTY DATA

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | SavATree, LLC                       |
| <b>Street Address:</b> | 550 Bedford Road                    |
| <b>City:</b>           | Bedford Hills                       |
| <b>State/Country:</b>  | NEW YORK                            |
| <b>Postal Code:</b>    | 10507                               |
| <b>Entity Type:</b>    | Limited Liability Company: DELAWARE |

## PROPERTY NUMBERS Total: 2

| Property Type               | Number  | Word Mark |
|-----------------------------|---------|-----------|
| <b>Registration Number:</b> | 2910241 | ARBORWELL |
| <b>Registration Number:</b> | 2912592 | ARBORWELL |

## CORRESPONDENCE DATA

Fax Number: 3126095005

*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.*

Email: phack@vedderprice.com

Correspondent Name: Patricia Hack

Address Line 1: 222 N. LaSalle Street, Suite 2400

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 49061.02.0044   |
| <b>NAME OF SUBMITTER:</b>      | Patricia Hack   |
| <b>SIGNATURE:</b>              | /Patricia Hack/ |
| <b>DATE SIGNED:</b>            | 01/18/2024      |

Total Attachments: 4

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## TRADEMARK ASSIGNMENT AGREEMENT

This agreement is between Arborwell, LLC, a California limited liability company ("**Assignor**") and SavATree, LLC, a Delaware Limited Liability Company ("**Assignee**").

WHEREAS, Assignor is the owner of the applications as set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "**Marks**");

WHEREAS, Assignee is desirous of acquiring rights in said Marks, said application and all rights attendant thereto;

The parties agree as follows:

1. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this agreement had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "**Commissioner**"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this agreement. Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom
3. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Marks in Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within five (5) business days of Assignee's delivery to Buyer of a written request therefor.
4. This agreement may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf)

signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. This agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

6. No amendment of any provision of this agreement shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this agreement or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

This agreement is effective February 16, 2021, *nunc pro tunc*.

\* \* \*

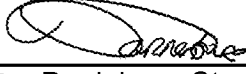
Each party is signing this agreement on the date stated in the introductory clause.

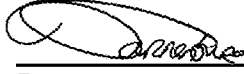
ASSIGNOR:

ASSIGNEE:

**Arborwell, LLC**


**SavATree, LLC**

  
\_\_\_\_\_  
By: Daniel van Starrenburg  
Title: Executive Chairman  
Date: January 10, 2024

  
\_\_\_\_\_  
By: Daniel van Starrenburg  
Title: Executive Chairman  
Date: January 10, 2024

**[Exhibit A Follows]**

**SCHEDULE A**  
**US TRADEMARKS**

| <b>Mark</b>   | <b>Registration No.</b> | <b>Owner</b>   |
|---|-------------------------|----------------|
| ARBORWELL   | 2,910,241               | Arborwell, LLC |
| ARBORWELL Logo<br> | 2,912,592               | Arborwell, LLC |