

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448414

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900421965		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEPPER LTD		09/18/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PEPPER BODY, INC.		
Street Address:	1024 Kalamath Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87428719	PEPPER	
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:	ryan@rubiconlaw.com		
Correspondent Name:	Ryan Howell		
Address Line 1:	1624 Market Street		
Address Line 2:	Suite 202		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Ryan Howell		
SIGNATURE:	/rfh/		
DATE SIGNED:	10/24/2017		
Total Attachments: 4			
source=170918 Pepper Body, Inc. Assignment Agreement (LLC) (signed)#page1.tif			
source=170918 Pepper Body, Inc. Assignment Agreement (LLC) (signed)#page2.tif			
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PEPPER BODY, INC.
ASSIGNMENT OF IP AND OTHER ASSETS

This Assignment of IP and Other Assets is dated September 18, 2017, and is between Pepper Body, Inc., a Delaware corporation (the “**Company**”), and Pepper Ltd., a Colorado limited liability company (“**Assignor**”).

Assignor has developed certain technology and intellectual property on behalf of the Company and has developed or acquired other tangible personal property, as further described below, which relate to the Company’s actual and proposed business: designing, manufacturing, and selling apparel (the “**Business**”).

The members of Assignor began conducting the Business through Assignor, but have determined to instead conduct the Business through a Delaware corporation, and as such desire to cause the Assignor to enter into this agreement and to assign such aforementioned technology and intellectual property and other tangible personal property to the Company.

Assignor desires for such aforementioned technology and intellectual property and other tangible personal property to be assigned to and owned by the Company, in consideration of \$10 paid to Assignor in conjunction with the signing of this agreement.

The parties therefore agree as follows:

1. **Certain Definitions.** As used herein, the following capitalized terms will have the meanings set forth below:

(a) “**Assigned Assets**” refers to the Technology, all Derivatives, all Intellectual Property Rights, all Embodiments and the Business Assets, collectively.

(b) “**Business Assets**” means all business and marketing plans, worldwide marketing rights, software, customer and supplier lists, price lists, mailing lists, customer and supplier records and other confidential or proprietary information relating to the Technology.

(c) “**Derivative**” means: (1) any derivative work of the Technology (as defined in Section 101 of the U.S. Copyright Act); (2) all improvements, modifications, alterations, adaptations, enhancements and new versions of the Technology (the “**Technology Derivatives**”); and (3) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Technology or any Technology Derivative.

(d) “**Embodiment**” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the Technology, any Derivative, any Intellectual Property Rights or any information related thereto or in which all of any part of the Technology, any Derivative, any Intellectual Property Right or such information is set forth, embodied, recorded or stored.

(e) “**Intellectual Property Rights**” means, collectively, all worldwide patents, patent applications, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other

intellectual property rights and proprietary rights relating in any way to the Technology, any Derivative or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

(f) **“Technology”** means all inventions, technology, ideas, concepts, processes, business plans, documentation, financial projections, models and any other items, authored, conceived, invented, developed or designed by assignor relating to the technology or Business of the Company that is not otherwise owned by the Company.

2. Assignment.

(a) Assignor hereby sells, transfers, assigns and conveys, to the Company, and its successors and assigns, assignor’s entire right, title and interest in and to the Assigned Assets and all rights of action, power and benefit belonging to or accruing from the Assigned Assets including the right to undertake proceedings to recover past and future damages and claim all other relief in respect of any acts of infringement thereof whether such acts shall have been committed before or after the date of this assignment, the same to be held and enjoyed by said Company, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by assignor, had this assignment not been made.

(b) Assignor hereby appoints the Company the attorney-in-fact of assignor, with full power of substitution on behalf of assignor to demand and receive any of the Assigned Assets and to give receipts and releases for the same, to institute and prosecute in the name of assignor, but for the benefit of the Company, any legal or equitable proceedings the Company deems proper in order to enforce any rights in the Assigned Assets and to defend or compromise any legal or equitable proceedings relating to the Assigned Assets as the Company shall deem advisable. Assignor hereby declares that the appointment made and powers granted hereby are coupled with an interest and shall be irrevocable by assignor.

(c) Assignor hereby agrees that assignor and assignor’s successors and assigns will do, sign, acknowledge and deliver, or will cause to be done, signed, acknowledged and delivered such further acts, documents, or instruments confirming the conveyance of any of the Assigned Assets to the Company as the Company shall reasonably deem necessary, provided that the Company shall provide all necessary documentation to assignor.

3. Assignor Representations. Assignor represents to the Company that to the best of Assignor’s knowledge assignor is the owner, inventor and/or author of, and can grant exclusive right, title and interest in and to, each of the Assigned Assets and that none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Company’s use, or exercise of ownership of, any of the Assigned Assets. Assignor further represents to the Company that to the best of Assignor’s knowledge the Assigned Assets are free of any claim of any prior employer or third party client of assignor or any school, university or other institution assignor attended, and that assignor is not aware of any claims by any third party to any rights of any kind in or to any of the Assigned Assets. Assignor agrees to immediately notify the Company upon becoming aware of any such claims.

4. Reimbursement of Expenses. The Company shall as promptly as practicable, reimburse Assignor for Assignor’s actual out-of-pocket costs reasonably incurred with respect to Assignor’s acquisition and maintenance of the Assigned Assets.

5. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Delaware, without giving effect to principles of conflicts of law.

(b) **Entire Agreement.** This agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, shall be effective unless in writing signed by the parties to this agreement. No delay or failure to require performance of any provision of this agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Notices.** Any notice, demand or request required or permitted to be given under this agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(e) **Severability.** If one or more provisions of this agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) **Construction.** This agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

[Signature page follows]

The parties are signing this agreement on the date stated in the introductory clause.

PEPPER BODY, INC.

By: *Jaclyn Fu*
Name: Jaclyn Fu
Title: Chief Executive Officer

Address: 1024 Kalamath St.
Denver, CO 80204
Email: jaclyn@my-pepper.com

PEPPER LTD.

By: *Jaclyn Fu*
Name: Jaclyn Fu
Title: Member

By: *Lia Winograd*
Name: Lia Winograd
Title: Member

Address: 1024 Kalamath St.
Denver, CO 80204
Email: jaclyn@my-pepper.com