

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334802

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|---|---|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Natural Retreats Management Limited | | 12/11/2014 | Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Natural Retreats Management, LLC | | |
| Street Address: | Second Street SE, Suite 401 | | |
| Internal Address: | C/O Cumberland Natural Retreats Investment, LLC 455 | | |
| City: | Charlottesville | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22902 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4485506 | NATURAL RETREATS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2063599000 | | |
| <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: | 206-359-8000 | | |
| Email: | pctrademarks@perkinscoie.com | | |
| Correspondent Name: | Patchen Haggerty, Perkins Coie LLP | | |
| Address Line 1: | 1201 Third Avenue, Suite 4900 | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | 70388-4004 | | |
| NAME OF SUBMITTER: | Patchen M Haggerty | | |
| SIGNATURE: | /Patchen M Haggerty/ | | |
| DATE SIGNED: | 03/11/2015 | | |
| Total Attachments: 7 | | | |
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| source=IP Assignment 11 December 2014 NRML and NRM LLC#page2.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment, (this "IP Assignment") is dated December 11, 2014, between Natural Retreats Management Limited, a private company limited by shares and incorporated in the United Kingdom ("NRML"), and Natural Retreats Management, LLC, a Delaware limited liability company ("NRM, LLC").

- A. NRML and NRM, LLC have executed that certain Equity Interest Purchase Agreement dated the date hereof (the "EIPA") (capitalized terms used but not defined in this IP Assignment shall have the meanings assigned to such terms in the EIPA).
- B. NRML have agreed to assign to NRM, LLC all of NRML's interest in its Intellectual Property, including without limitation, its patent rights, trademark rights, intent to use filings, copyrights, (in each case registered or unregistered and throughout the world) including all registrations, renewals, extensions and issuances related thereto, all proprietary ideas and, image library, logos, all good will related thereto, all license rights, all royalties, fees, income, payments and other proceeds from the foregoing, all claims or causes of actions with respect to any of the foregoing, including claims for damages, restitution, injunctive, legal and equitable relief for past, present or future infringements, dilution, misappropriation, violation, misuse, breach or default, with the right, but no obligation, to sue for such relief and collect and recover any such remedy (the "Transferred IP").

The parties therefore agree as follows:

1. Transfer of Transferred IP. NRML does hereby forever sell, assign, transfer, and deliver unto NRM, LLC, and NRM, LLC does hereby purchase and accept from NRML, all of NRMLs right, title, and interest in and to all of the Transferred IP, free and clear of all Encumbrances.
2. Conflicts with Other Agreements. This IP Assignment is entered into pursuant to the EIPA and is subject to its terms and conditions. This IP Assignment, the EIPA, and any assignment instruments required by or provided to any third party shall be interpreted consistently, simultaneously giving full effect to the terms and conditions of all such agreements to the greatest extent possible. Nothing in this IP Assignment shall be deemed to supersede, amend, modify, or otherwise affect any of the provisions of the EIPA, all of which shall remain in full force and effect and survive the execution and delivery of this IP Assignment, as provided in, and subject to the limitations set forth in, the EIPA. In the event of any irresolvable conflict between the terms of the EIPA and this IP Assignment, the terms of the EIPA shall govern and control.
3. Further Assurances. Each party, from time to time after the date hereof, at the request of the other party and without further consideration, shall execute and deliver such further instruments of transfer or assumption and take such other actions as may be reasonably requested to more effectively effectuate the purpose and intent of this IP Assignment.

NRML shall assist in the transfer of any registration with applicable registries throughout the world.

4. Miscellaneous.

4.1 Severability. Any provision, including any phrase, sentence, clause, Section or subsection, of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or such provision, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

4.2 Amendment and Waivers. No amendment, modification or discharge (other than by payment or performance) of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the Parties, on one (1) or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

4.3 Entire Agreement.

(a) This Agreement, including the Schedules and Exhibits, and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings, and negotiations, whether written or oral, with respect to the subject matter of this Agreement.

(b) In the event of any inconsistency between the statements in the body of this Agreement and those in the Exhibits, the statements in the body of this Agreement will control.

4.4 Expenses. Except as otherwise expressly provided in this Agreement, all expenses incurred by each of the Parties in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the Contemplated Transactions, including all fees and expenses of agents and Representatives employed by any such Party, shall be borne solely by the Party which has incurred such expense.

4.5 Notice. All written notices, demands and requests of any kind which any Party may be required or may desire to serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered by courier or other means of personal service which provides written verification of receipt or by registered or certified mail return receipt requested, or by facsimile, *provided* that the facsimile is promptly followed by delivery of hard copy of such notice which provides written verification or receipt (each, a "Notice"). Any

such Notice delivered by registered or certified mail shall be deposited prepaid with the courier. All Notices shall be addressed to the Parties to be served at the applicable address on Exhibit A.

Service of any such Notice so made shall be deemed complete on the day of actual delivery thereof as shown by the addressee's registry or certification receipt or other evidence of receipt, or refusal of delivery. Any Party may from time to time by notice in writing served upon the other as aforesaid designate a different mailing address or a different or additional person to which all such notices or demands hereafter are to be addressed.

4.6 Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the Law of any jurisdiction other than the State of Delaware. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any state or federal court sitting in the City of Wilmington Delaware. In the event of any action or proceeding arising out of or relating to this Agreement, the non-prevailing Party shall reimburse the prevailing Party for the prevailing Party's legal fees and costs expended in such prevailing Party's efforts to enforce its rights under this Agreement. EACH PARTY IRREVOCABLY CONSENTS TO AND SUBMITS TO (A) THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE ABOVE-NAMED VENUES, AND (B) IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT BY WAY OF MOTION, DEFENSE, OR OTHERWISE, IN ANY LEGAL PROCEEDING, ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE LEGAL PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE LEGAL PROCEEDING IS IMPROPER, OR THAT THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS MAY NOT BE ENFORCED IN OR BY ANY OF THE ABOVE-NAMED COURTS.

4.7 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

4.8 Assignment; Binding Effect; No Third Party Rights. No Party shall have the right to assign this Agreement without the prior written consent of the other Parties. Notwithstanding the foregoing, (a) the NRM, LLC may assign its rights and obligations under this Agreement to any Affiliate of NRM, LLC; and (b) any or all of the rights and interests of NRM, LLC under this Agreement (i) may be assigned to any purchaser of substantially all of the assets of NRM, LLC or any of its Affiliates, (ii) may be assigned as a matter of Law to the surviving entity in any merger, consolidation, share exchange or reorganization involving NRM, LLC or any of its Affiliates, and (iii) may be assigned as collateral security to any lender or

lenders (including any agent for any such lender or lenders) or to any assignee or assignees of such lender, lenders or agent; *provided that* in the case of subclause (i) and (ii), NRM, LLC shall make proper provision so that the successors and assigns shall assume the obligations set forth in this Agreement. Subject to the preceding sentences, this Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, successors and permitted assigns. Except as to Affiliates of NRM, LLC with regard to this IP Assignment, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties hereto any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement and there shall be no third party beneficiaries to this Agreement.

4.9 Counterparts; Execution by Electronic Delivery. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one (1) and the same instrument. The reproduction of signatures by means of electronic delivery shall be treated as though such reproductions are executed originals, and each Party covenants and agrees to provide the other Party with a copy of this Agreement bearing original signatures within five (5) Business Days following transmittal by electronic delivery.

4.10 Rules of Construction. The words "hereby," "herein," "hereof," "hereunder" and words of similar import refer to this Agreement as a whole (including any Exhibits hereto) and not merely to the specific section, paragraph or clause in which such word appears. All references herein to Articles, Sections, and Exhibits shall be deemed references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Except as otherwise expressly provided herein, all references to "dollars" or "\$" shall be deemed references to the lawful money of the United States of America. The use of "or" is not intended to be exclusive unless expressly indicated otherwise.

[The next page is the signature page. The balance of this page is intentionally left blank.]

The parties are executing this IP Assignment as of the date first set forth above.

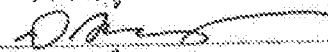
NRML

Natural Retreats Management Limited

By: _____
Name: _____
Title: _____

NRML LLC

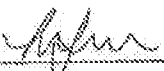
Natural Retreats Management, LLC

By: *For John Patrick, Inc.*
By: Manager 
Name: *Doyle A. Bolas*
Title: *Partner*

The parties are executing this IP Assignment as of the date first set forth above.

NRML

Natural Retreats Management Limited

By: 
Name: MATTHEW SPENCE
Title: CEO

NRM, LLC

Natural Retreats Management, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Notice Addresses:

NRM, LLC:

C/O Cumberland Natural Retreats Investment, LLC 456
Second Street SE, Suite 401
Charlottesville, VA 22902

Email: chris@freeunionpartners.com
doug@freeunionpartners.com
with copy (which shall not constitute notice) to:

Williams Mullen
200 South 10th Street, Suite 1600
Richmond, VA 23219
Attention: Phillip Goodpasture
Email: pgoodpasture@williamsmullen.com

NRML

Whitecroft House
51 Water Lane
Wilmslow
Cheshire, SK9 5BQ
United Kingdom

For the attention of: Anthony Wild
Email: a.wild@naturalretreats.com