

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
David Chang LLC		08/30/2013	LIMITED LIABILITY COMPANY: NEW YORK

<b>RECEIVING PARTY DATA</b>	
Name:	MomoIP LLC
Street Address:	853 Broadway
Internal Address:	Suite 1211
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3241296	MOMOFUKU
Registration Number:	4200140	MOMOFUKU
Registration Number:	4255653	CEREAL MILK
Registration Number:	3682672	COMPOST COOKIE
Registration Number:	3682671	CRACK PIE
Registration Number:	4110438	FANCY SHAKES
Registration Number:	4098985	LUCKY PEACH
Registration Number:	3894974	MÁ PÊCHE
Registration Number:	4312535	MOMOFUKU KO
Registration Number:	3768197	MOMOFUKU MILK BAR
Registration Number:	3364565	MOMOFUKU SSAM BAR
Registration Number:	3637913	
Registration Number:	3276942	SSÂM BAR

CH \$365.00 3241296

Serial Number:

85692488

KO

**CORRESPONDENCE DATA**

Fax Number:

2129491690

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone:

212-697-3750

Email:

lap@kirschsteinlaw.com

Correspondent Name:

Lisa A. Pieroni c/o Kirschstein, et al.

Address Line 1:

425 Fifth Avenue

Address Line 2:

5th Floor

Address Line 4:

New York, NEW YORK 10708

ATTORNEY DOCKET NUMBER:

DAVID CHANG

NAME OF SUBMITTER:

Lisa A. Pieroni

Signature:

/Lisa A. Pieroni/

Date:

10/21/2013

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, David Chang LLC, a New York limited liability company (“*Assignor*”), having an address at c/o Momo Holdings, LLC, 853 Broadway, Suite 1211, New York, New York 10003, is the owner of the Intellectual Property, as defined below;

WHEREAS, Assignor has agreed to sell, assign and transfer to MomoIP LLC, a Delaware limited liability company (“*Assignee*”), having an address at c/o Momo Holdings, LLC, 853 Broadway, Suite 1211, New York, New York 10003, the entire right, title and interest in and to the Intellectual Property;

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

Assignor hereby irrevocably sells, assigns and transfers to Assignee and its successors and assigns, effective as of August 30, 2013 (the “*Effective Date*”), the entire right, title and interest, free and clear of all liens, security interests, claims and encumbrances of any nature whatsoever, in and for the United States and all foreign countries, whether now known or hereafter created, in perpetuity, throughout the universe, in and to:

- (i) all of the trademarks, service marks and trade names set forth on Schedule A annexed hereto, along with all proprietary or other rights in any or all of such trademarks, service marks and trade names, including but not limited to all applications and registrations, held in the name of Assignor, or owned, used or held for use by or on behalf of Assignor, together with any and all renewals and extensions of any of the above, and any goodwill symbolized by all such trademarks, service marks, and trade names and/or attendant thereto, along, in each case, to the fullest extent permitted by law, with any and all claims for past infringement or unfair competition in relation thereto, and the right to initiate suit and obtain damages and attorneys’ fees and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any right in or with respect to any of the above, whether prior to, on or subsequent to the Effective Date (collectively, the “*Trademarks*”);
- (ii) all inventions and intellectual property and proprietary rights now known or hereafter devised, held in the name of Assignor, or owned, used or held for use by or on behalf of Assignor, and relating to Momofuku 171 First Avenue, LLC, Daimyo Group, LLC, JCDC, LLC, Momolab LLC, Booker & Dax, LLC, MomoMilk, LLC, UWSMilk, LLC, EVMilk, LLC, CGMilk, LLC, M56, LLC, Momoronto, LLC, MomoNSW1, LLC, Battleship Yamato, LLC, Momofuku Ko 163 First Avenue, LLC and/or Lucky Peach, LLC, including, but not limited to, websites, recipes for menu items and menu designs, and all derivative works, spin-offs, supplements and extensions of or to any of the foregoing, all whether current, discontinued, or under development, and whether in print,

online, electronic, digital, or any other form of media, all goodwill attendant thereto, and all rights, powers, emoluments and advantages whatsoever symbolized by any of the same that may be secured under the laws now or hereafter in force and effect in the United States of America, or in any other country or countries, including but not limited to all patents and copyrights (and all applications, registrations, renewals and extensions thereof), and along, in each case, to the full extent permitted by law, with any and all claims and causes of action for past infringement of any of such copyrights and the right to initiate suit and obtain damages and attorneys' fees and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any of such copyrights or of any proprietary or other rights in such copyrights, whether prior to, on or subsequent to the date hereof (collectively, the "*Materials*", and along with the Trademarks, the "*Intellectual Property*"), subject to any liability or obligation of any nature of Assignor related to the Intellectual Property, and claims of such liability or obligation related thereto, matured or unmatured, liquidated or unliquidated, fixed or contingent, and known or unknown. The Intellectual Property is being contributed to the Assignee "as is" and without any representations or warranties of any kind, either express or implied.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor represents and warrants that it has not sold, licensed, assigned, pledged, granted any lien on or security interest in, or otherwise transferred any rights in any of the Intellectual Property to any person or entity, and further represents and warrants that there are no claims, actions, suits, proceedings, arbitrations or investigations, pending or threatened, against or affecting any of the Intellectual Property. Assignor further represents and warrants that this Intellectual Property Assignment has been duly authorized by all necessary action of Assignor, and constitutes the legal, valid and binding obligation of Assignor.

Assignor hereby acknowledges and agrees that Assignee and/or any of its successors, assigns and/or legal representatives may record the assignment of rights in all Intellectual Property, and may apply for, and if issued receive, trademark and/or copyright registrations and/or patents in Assignee's own name; and that, when requested by Assignee, or any of its successors, assigns or legal representatives, to carry out the intent or purpose of this Intellectual Property Assignment, Assignor shall promptly: (i) execute all rightful oaths, declarations, assignments, powers of attorney and other papers relating to any of the Intellectual Property; (ii) communicate to Assignee, and its successors, assigns and legal representatives, all facts known to Assignor relating to any of the Intellectual Property and the history thereof; (iii) testify as to all pertinent facts and documents relating to the Intellectual Property as may be known or accessible to Assignor in any interference, litigation or proceeding related thereto, at Assignee's cost and expense; and (iv) generally do everything reasonably possible which Assignee, or any of its successors, assigns or legal representatives, shall reasonably consider desirable for aiding in securing, maintaining and/or enforcing any rights related to any or all of the Intellectual Property and for vesting title therein to Assignee, its successors, assigns and legal representatives, as the case may be.

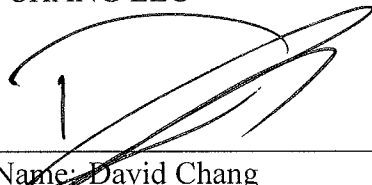
Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may request to permit Assignee or any of its successors or assigns to record the assignment covered by this Intellectual Property Assignment or any other documents, all as Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Intellectual Property Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's successors and assigns, and each of the officers of any of them, signing singly, as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of Assignor, in the name, place and stead of Assignor, to execute, acknowledge, deliver, file and record any and all documents (including but not limited to any instrument(s) of assignment, transfer and/or conveyance), and to take all other actions, in each case which Assignee and/or its successors and assigns may reasonably deem necessary or appropriate to evidence or effectuate the assignment, transfer and/or conveyance to Assignee and/or its successors and assigns of the rights, licenses, privileges and properties being assigned, transferred and/or conveyed hereunder, the exercise any and all rights in and to any of the above, and all other intents evidenced hereby.

This Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

*[Remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment as of the 30<sup>th</sup> day of August, 2013.


DAVID CHANG LLC

By:   
Name: David Chang  
Title: Member

ACKNOWLEDGEMENT

State of New York)  
) ss:  
County of New York)

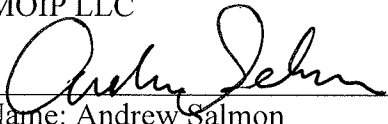
On the 30<sup>th</sup> day of August in the year 2013 before me, the undersigned, personally appeared DAVID CHANG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his official capacity, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Barry A. Cassell  
Notary Public, State of New York  
No. 02CA6133045  
Qualified in New York County  
Commission Expires September 6, 2013

*[Signature page to Intellectual Property Assignment – David Chang LLC/MomoIP LLC]*

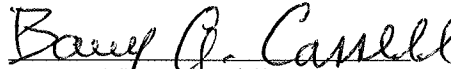
MOMOIP LLC

By:   
Name: Andrew Salmon  
Title: President

A C K N O W L E D G E M E N T

State of New York        )  
                                  ) ss:  
County of New York)

On the 30<sup>th</sup> day of August in the year 2013, before me, the undersigned, personally appeared ANDREW SALMON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Barry A. Cassell  
Notary Public, State of New York  
No. 02CA6133045  
Qualified in New York County  
Commission Expires September 6, 2013

*[Signature page to Intellectual Property Assignment – David Chang LLC/MomoIP LLC]*

Schedule A

**Trademarks, Service Marks and Trade Names**

#	TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)	CLASSES
1	MOMOFUKU	USA	78/558,566 (2/2/05)	3,241,296 (5/15/07)	Class 43
2	MOMOFUKU	USA	85/977,078 (12/2/10)	4,200,140 (8/28/12)	Class 30
3	MOMOFUKU	AUSTRALIA	1355801 (4/13/10)	1355801 (11/22/10)	Class 43
4	MOMOFUKU	CANADA	1505249 (11/24/10)	--	Class 43
5	MOMOFUKU	CTM	006646558 (2/6/08)	006646558 (1/29/09)	Class 43
6	MOMOFUKU	KOREA	41-2008- 0024222 (9/10/08)	41- 019109260000 (10/20/09)	Class 43
7	MOMOFUKU	MALAYSIA	2010010178 (6/9/10)	2010010178 (11/16/11)	Class 43



#	TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)	CLASSES
8	MOMOFUKU	NEW ZEALAND	822437 (4/13/10)	822437 (4/13/10)	Class 43
9	MOMOFUKU	SINGAPORE	T1007034J (6/3/10)	T1007034J (6/3/10)	Class 43
10	MOMOFUKU	TAIWAN	099026106 (5/31/10)	01447786 (1/1/11)	Class 43
11	CEREAL MILK	USA	77/674,462 (2/20/09)	4,255,653 (12/11/12)	Class 30
12	CEREAL MILK	CANADA	1622373 (4/12/13)	--	Class 30
13	COMPOST COOKIE	USA	77/674,445 (2/20/09)	3,682,672 (9/15/09)	Class 30
14	COMPOST COOKIE	CANADA	1622381 (4/12/13)	--	Class 30
15	COMPOST COOKIE	CTM	010690451 (3/1/12)	10690451 (11/7/12)	Class 30
16	CRACK PIE	USA	77/674,434 (2/20/09)	3,682,671 (9/15/09)	Class 30

#	TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)	CLASSES
17	CRACK PIE	CANADA	1622383 (4/12/13)	--	Class 30
18	CRACK PIE	CTM	010690411 (3/1/12)	010690411 (11/7/12)	Class 30
19	DAISHO	CANADA	1519633 (3/17/11)	TMA849347 (4/24/13)	Class 43
20	FANCY SHAKES	USA	85/287,490 (4/6/11)	4,110,438 (3/6/12)	Class 30
21	KO & Peach Design	USA	85/692,488 (8/1/12)	--	Class 43
22	LUCKY PEACH	USA	85/363,278 (7/5/11)	4098985 (2/14/12)	Class 16
23	LUCKY PEACH	AUSTRALIA	1413852 (3/11/11)	1413852 (10/24/11)	Class 43
24	LUCKY PEACH	CANADA	1518676 (3/10/11)	--	Class 43
25	LUCKY & Katakana Characters for PEACH	AUSTRALIA	1413856 (3/11/11)	1413856 (3/5/12)	Class 43
26	LUCKY & Katakana Characters for PEACH	CTM	007115975 (7/31/08)	7115975 (2/16/11)	Classes 29, 30 & 43
27	MÁ PÊCHE	USA	77/818,309 (9/2/09)	3,894,974 (12/21/10)	Class 43

#	TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)	CLASSES
28	MOMOFUKU DAISHO	CANADA	1519340 (3/16/11)	--	Class 43
29	MOMOFUKU KO	USA	85/693,415 (8/2/12)	4312535 (4/2/13)	Class 43
30	MOMOFUKU MILK BAR	USA	77/448,289 (4/15/08)	3,768,197 (3/30/10)	Class 43
31	MOMOFUKU MILK BAR	CANADA	1622385 (4/12/13)	--	Class 43
32	MOMOFUKU MILK BAR	CTM	010690361 (3/1/12)	10690361 (11/7/12)	Class 16
33	MOMOFUKU MILK BAR	KOREA	41-2008- 0025012 (0/22/08)	41-01845990000 (5/7/09)	Class 43
34	MOMOFUKU SSAM BAR	USA	77/113,260 (2/22/07)	3,364,565 (1/8/08)	Class 43
35	NIKAI	CANADA	1592644 (9/4/12)	--	Class 43
36	PEACH Design	USA	77/492,649 (6/6/08)	3,637,913 (6/26/09)	Class 43
37	PEACH Design	CTM	006974075 (6/10/08)	006974075 (4/3/09)	Class 43
38	PEACH Design	KOREA	41-2012-0039867 (11/27/12)	--	Class 43

#	TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)	CLASSES
39	SEIOBO	AUSTRALIA	1414596 (3/16/11)	1414596 (10/24/11)	Class 43
40	SHŌTŌ	CANADA	1592645 (9/4/12)	--	Class 43
41	SSÄMBAR	USA	78/651,867 (6/16/05)	3,276,942 (8/7/07)	Class 43