

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Chang LLC		01/07/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
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: 2			
Property Type	Number	Word Mark	
Serial Number:	85808767	HOZÖN	
Serial Number:	85808784	BÖNJI	
CORRESPONDENCE DATA			
Fax Number:	2129491690		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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 10016		
ATTORNEY DOCKET NUMBER:	MOMOIP		
NAME OF SUBMITTER:	Lisa A. Pieroni		

CH \$65.00 85808767

Signature:	/Lisa A. Pieroni/
Date:	01/08/2014
Total Attachments: 5 source=chang assign_20140108103139#page1.tif source=chang assign_20140108103139#page2.tif source=chang assign_20140108103139#page3.tif source=chang assign_20140108103139#page4.tif source=chang assign_20140108103139#page5.tif	

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 *JAN 7, 2014* (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 7 day of Jan, 2014

DAVID CHANG LLC

By: [Signature]
Name: David Chang
Title: Member

ACKNOWLEDGEMENT

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

On the 7 day of Jan in the year 2014 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.

[Signature]
Notary Public

LISA A. PIERONI
Notary Public, State of New York
No. 30-4983311
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires June 24, 2013

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

Schedule A

Trademarks, Service Marks & Trade Names

#	TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	CLASSES
1	HOZON	USA	85/808,767 (12/21/12)	Class 30
2	BONJI	USA	85/808,784 (12/21/12)	Class 30