

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313769

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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 |
| Wellness Begins Here Ltd. | | 08/04/2014 | limited company: HONG KONG |
| RECEIVING PARTY DATA | | | |
| Name: | Kenzai Ltd. | | |
| Street Address: | 3F Rammon House, 101 Sai Yeung Choi St. | | |
| City: | Hong Kong | | |
| State/Country: | CHINA | | |
| Entity Type: | limited company: HONG KONG | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86014738 | KENZAI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127986307 | | |
| <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: | (212) 326-0443 | | |
| Email: | dfinguerra-ducharme@pryorcashman.com | | |
| Correspondent Name: | Dyan Finguerra-DuCharme | | |
| Address Line 1: | Pryor Cashman LLP | | |
| Address Line 2: | 7 Times Square | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 18834.00001 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Dyan Finguerra-DuCharme | | |
| Address Line 1: | Pryor Cashman LLP | | |
| Address Line 2: | 7 Times Square | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| NAME OF SUBMITTER: | Dyan Finguerra-DuCharme | | |
| SIGNATURE: | /dyan finguerria-ducharme/ | | |
| DATE SIGNED: | 08/12/2014 | | |
| Total Attachments: 2 | | | |

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ASSIGNMENT

This Assignment (hereinafter "Agreement") is made and entered into effective as of August 4, 2014, by and between Wellness Begins Here Ltd., a limited company organized under the laws of the state of Hong Kong, with an address of 3F Rammon House, 101 Sai Yeung Choi St., Hong Kong, (hereinafter "Assignor"), on the one hand, and Kenzai Ltd., a limited company organized under the laws of Hong Kong, with an address of 3F Rammon House, 101 Sai Yeung Choi St., Hong Kong (hereinafter "Assignee"), on the other hand.

WHEREAS, Assignor owns a service mark application for the mark KENZAI (hereinafter "Mark") in International Classes 9, 16, and 41, as set forth under Application Serial No. 86/014,738 (hereinafter "Application") (the Mark and Application are hereinafter collectively referred to as the "Property");

WHEREAS, Assignor now desires to assign to Assignee all right, title and interest in and to said Application, together with the related goodwill, and Assignee desires to acquire from Assignor all of its right, title and interest in, and to said Application, together with the related goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Property, all of the foregoing throughout the world in perpetuity, together with the goodwill associated therewith and that part of the Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party; and

AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Transferred Rights, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Application in said Assignee,

its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Property in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ASSIGNOR:

WELLNESS BEGINS HERE, LTD.

By: Patrick Reynolds

Name: PATRICK REYNOLDS

Title: CEO

ASSIGNEE:

KENZAI, LTD.

By: Patrick Reynolds

Name: PATRICK REYNOLDS

Title: CEO