

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325359

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ToyMonster Intellectual Property Limited		12/05/2014	CORPORATION: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ToyMonster International Limited (Hong Kong CR No. 1152890)		
<b>Street Address:</b>	490 Nathan Road		
<b>Internal Address:</b>	20/F., Bangkok Bank Building		
<b>City:</b>	Mong Kok, Kowloon		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	CORPORATION: HONG KONG		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3925997	SHOX SCOOTER	
<b>Registration Number:</b>	4170126	WHIRLEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	ron@axialadvisory.com.au		
<b>Correspondent Name:</b>	Ron Holzer (Axial Advisory)		
<b>Address Line 1:</b>	38 Melby Avenue, East St Kilda		
<b>Address Line 4:</b>	Melbourne, AUSTRALIA 3183		
<b>NAME OF SUBMITTER:</b>	Ronald Holzer		
<b>SIGNATURE:</b>	/Ron Holzer/		
<b>DATE SIGNED:</b>	12/07/2014		
<b>Total Attachments: 4</b>			
source=Transfer of US trade marks (Shox Scooter and Whirlee) from TMIP (BVI Co.) to TMI (HK Co.) - 05.12.14#page1.tif			
source=Transfer of US trade marks (Shox Scooter and Whirlee) from TMIP (BVI Co.) to TMI (HK Co.) - 05.12.14#page2.tif			
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source=Transfer of US trade marks (Shox Scooter and Whirlee) from TMIP (BVI Co.) to TMI (HK Co.) -  
05.12.14#page4.tif

### **Deed of assignment of trade mark(s)**

THIS DEED is made the 5<sup>th</sup> day of December, 2014

BETWEEN: ToyMonster Intellectual Property Limited (a company registered in the British Virgin Islands) of Offshore Corporations Centre, PO Box 957, Road Town, Tortola, British Virgin Islands (“Assignor”)

AND: ToyMonster International Limited (Hong Kong CR No. 1152890) of 20/F Bangkok Bank Building, 490 Nathan Road, Kowloon Hong Kong (“Assignee”).

#### **RECITALS**

- A. The Assignor is the registered proprietor of the trade marks set out in the Schedule 1 (“Trade Marks”).
- B. The Assignor has agreed to assign and transmit its entire right, title and interest in and to the trade marks to the Assignee.

NOW THE PARTIES AGREE as follows:

#### ***Assignment***

1. The Assignor assigns and transmits its entire right, title and interest in and to the Trade Marks to the Assignee.

#### ***Authorities***

2. The Assignor agrees to do all acts as may be reasonably necessary to:
  - (a) enable the Assignee to apply for and obtain registration as the registered proprietor of the Trade Marks; and
  - (b) cancel the record of any authorised user’s interest or any other party’s recorded interest in the Trade Marks.
3. The Assignor agrees to provide the Assignee with all financial information to the extent that it is required to satisfy the stamp duty authority in each relevant jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this Deed.

#### ***Warranty***

4. The Assignor warrants that:
  - (1) it has absolute title to the Trade Marks;
  - (2) there are no outstanding encumbrances or other matters affecting its capacity to assign the Trade Marks to the Assignee; and
  - (3) the Assignor has no knowledge of prior use of the Trade Marks by any other person.

#### ***Undertakings***

5. The Assignor undertakes not to do any act which would or might:
  - (1) invalidate or put in dispute the Assignee’s title to the Trade Marks;
  - (2) oppose any application for registration of the Trade Marks, or invalidate any registration of the Trade Marks in due course;
  - (3) support an application to remove the Trade Marks as Registered Trade Marks;
  - (4) cause any Registrar of Trade Marks to require a disclaimer of a monopoly in the Trade Marks or any part of it;nor assist any person directly or indirectly in these acts.

#### ***Applicable law***

6. This Deed is governed by the law of the Hong Kong and the parties submit to the jurisdiction of the courts of that state.

***Charges***

7. All stamp duties and governmental charges arising out of or incidental to this Deed are the responsibility of and must be paid by the Assignee.

***Entire Agreement***

8. This Deed records the entire agreement between the parties and replaces all representations, warranties or proposals not embodied herein.

***Amendments***

9. This Deed may not be varied except in writing signed by all of the parties.

***Severability***

10. If any provision of this Deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

SCHEDULE

<i>Mark</i>	<i>Registration No</i>	<i>Date of Registration</i>
SHOX SCOOTER	3925997	March 1, 2011
WHIRLEE	4170126	July 10, 2012

EXECUTED as a Deed.

Executed by ToyMonster  
Intellectual Property Limited by  
the following duly authorised  
director:

.....  
Director

*Ariel Bedarjo*  
.....  
Name (please print)

Executed by ToyMonster  
International Limited by the  
following duly authorised director:

.....  
Director

*Simon Karisil*  
.....  
Name (please print)