

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439467

| | | | |
|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kenzai Ltd. | | 08/16/2017 | Limited Liability Company: HONG KONG |
| RECEIVING PARTY DATA | | | |
| Name: | Kenzai Inc. | | |
| Street Address: | c/o Corporation Service Company 2711 Centerville Road, Suite 400 | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19808 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5218746 | KENZAI | |
| Registration Number: | 4714142 | KENZAI | |
| Registration Number: | 5000213 | KENZAI | |
| Registration Number: | 5251585 | | |
| Registration Number: | 4869830 | | |
| 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: | 7 Times Square | | |
| Address Line 2: | Pryor Cashman LLP | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 18334-00001 | | |
| NAME OF SUBMITTER: | Dyan Finguerra-DuCharme | | |
| SIGNATURE: | /dyan finguerre-ducharme/ | | |
| DATE SIGNED: | 08/16/2017 | | |

CH \$140.00 5218746

Total Attachments: 3

source=Kenzai Assignment (Executed)#page1.tif

source=Kenzai Assignment (Executed)#page2.tif

source=Kenzai Assignment (Executed)#page3.tif

ASSIGNMENT

This ASSIGNMENT (hereinafter "Agreement") is made and entered into effective as of August 16, 2017, by and between Kenzai Ltd., a limited liability company organized under the laws of Hong Kong ("Assignor"), on the one hand, and Kenzai Inc., a corporation organized under the laws of the state of Delaware with a principal place of business at Corporation Service Company, 2711 Centerville Road, Suite 400 Wilmington, DE 19808 ("Assignee"), on the other hand.

WHEREAS, Assignor owns registrations (collectively, the "Registrations") for the standard character and design marks, KENZAI and Kenzai logo (collectively, the "Marks") as set forth in Schedule A attached hereto and made a part hereof (the Registrations and Marks are collectively, the "Property");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under the Property;

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 the Property, all of the foregoing throughout the world in perpetuity, together with the goodwill associated therewith and that part of 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 ("Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues and extensions for the Property upon registration of the Property throughout the world, or other legal protections pertaining to the Transferred Rights;

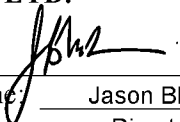
AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, and has not conveyed any interest in or right to the Property to any third party;

AND, if necessary, Assignor covenants and agrees that Assignor will execute any and all additional documents and will take any and all other reasonably requested actions required in order to effectuate the assignment of the Transferred Rights as set forth above.

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

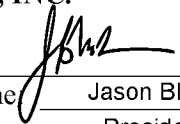
ASSIGNOR:

KENZAI LTD.

By: 
Name: Jason Block
Title: Director

ASSIGNEE:

KENZAI, INC.

By: 
Name: Jason Block
Title: President

Schedule A

United States

| Mark | Class(es) | Reg. No. |
|-------------|------------------|-----------------|
| KENZAI | 9, 41 | 5,218,746 |
| KENZAI | 16, 41 | 4,714,142 |
| KENZAI | 9, 16 | 5,000,213 |
| Kenzai Logo | 9, 16 | 5,251,585 |
| Kenzai Logo | 16, 41 | 4,869,830 |