

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448238

<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>
GP Global Limited		10/19/2017	Corporation: UNITED ARAB EMIRATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MVP Plush, LLC		
<b>Street Address:</b>	126 Seven Farms Drive, Suite 110		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29492		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4796548	WINKEEZ	
<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>Phone:</b>	(843) 216-8380		
<b>Email:</b>	mattdillon@mvpgroupint.com		
<b>Correspondent Name:</b>	J Matthew Dillon		
<b>Address Line 1:</b>	126 Seven Farms Drive, Suite 110		
<b>Address Line 4:</b>	Charleston, SOUTH CAROLINA 29492		
<b>NAME OF SUBMITTER:</b>	J Matthew Dillon		
<b>SIGNATURE:</b>	/j matthew dillon/		
<b>DATE SIGNED:</b>	10/23/2017		
<b>Total Attachments: 3</b>			
source=Assignment of Winkeez to MVP Plush-BW--10-23-2017#page1.tif			
source=Assignment of Winkeez to MVP Plush-BW--10-23-2017#page2.tif			
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**Trademark Assignment**

Effective Date                      October 19, 2017

between            **GP Global Limited**, a United Arab Emirates corporation with principal address at 1031 Le Grand Blvd., Charleston, South Carolina 29492, ("Assignor"),

and                    **MVP Plush, LLC**, a South Carolina Limited Liability Company located at 126 Seven Farms Drive, Suite 110, Charleston, SC 29492. ("Assignee")

1.    **Summary**

1.1    Assignor owns the Trademarks along with the Trade Dress associated with that Trademarks ("the Trademarks and Trade Dress") (described in Exhibit A) and the goodwill of the business relating to the goods and services upon which the Trademarks are used and for which they are registered (the "Goodwill").

1.2    The Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademarks and Trade Dress in the (the "Trademarks") along with the Goodwill.

1.3    In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

2.    **Assignment**

2.1    Assignor hereby conveys, transfers, assigns, and delivers to the Assignee all of its right, title, and interest in and to the Trademarks, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.

2.2    Despite the preceding paragraph, nothing in this Assignment shall be construed to vest in the Assignee any right, title, or interest in the Trademarks or Trade Dress or in any registrations of the Trademarks or Trade Dress outside the United States.

2.3    No share, interest, Assignment, or other right to the Trademarks has been transferred, assigned, or granted to any other party.

2.4    The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels, and designs associated with the Trademarks.

2.5    The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks.

3.    **General Provisions**

3.1    **Effect on Heirs & Successors.** This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees,



successors, and assignees of the parties to this Assignment.

**3.2 Waiver, Amendment, Modification.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

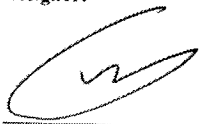
**3.3 Severability.** If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

**3.4 Governing Law.** This Assignment shall be governed by the laws of the State of South Carolina, applicable to Assignments made and fully performed in South Carolina by its residents.

Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as of the Effective Date first written above.

Assignor:



GP Global Limited

Assignee:



MVP Plush, LLC

Gautham Rai, President

Name & Title

Tavis R Probes, Member

Name & Title

Exhibit A  
Trademarks & Trade Dress

Literal Element	USPTO Application or Registration No.
WINKEEZ	4796548

