

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452084

<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>
METRO INTERNATIONAL S.A.		07/13/2017	Corporation: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Metro International Licensing, S.A. de C.V.		
<b>Street Address:</b>	Insurgentes Sur 716, 10th Floor		
<b>City:</b>	Col. Del Valle, C.P. 03100		
<b>State/Country:</b>	MEXICO		
<b>Entity Type:</b>	Corporation: MEXICO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2545506	METRO	
<b>Registration Number:</b>	2557524	METRO	
<b>Registration Number:</b>	4665593	METRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>	215.864.8352		
<b>Email:</b>	shorem@ballardspahr.com		
<b>Correspondent Name:</b>	Michael S. Shore		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jamie B. Bischoff		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>NAME OF SUBMITTER:</b>	Michael S. Shore		
<b>SIGNATURE:</b>	/Michael S. Shore/		

CH \$90.00 2545506

<b>DATE SIGNED:</b>	11/27/2017
<b>Total Attachments: 2</b> source=Assignment of Trademarks#page1.tif source=Assignment of Trademarks#page2.tif	

APÉNDICE 5/APPENDIX 5

CESIÓN DE DERECHOS DE MARCAS CELEBRADA ENTRE METRO INTERNATIONAL, S.A. Y METRO INTERNATIONAL LICENSING, S.A. DE C.V./ASSIGNMENT OF RIGHTS REGARDING THE TRADEMARKS ENTERED INTO METRO INTERNATIONAL, S.A. AND METRO INTERNATIONAL LICENSING, S.A. DE C.V.

<p>METRO INTERNATIONAL S.A., una sociedad organizada y existente bajo las leyes de Luxemburgo, con domicilio en 7, Avenue Jean-Pierre Pescatore, L-2324, Luxembourg (en lo sucesivo referida como la "Cedente"), es la titular de los registros marcarios detallados en el "Anexo I" (las "Marcas") de este documento, que debidamente firmado, forma parte integral del mismo, y que por medio del presente acuerdo cede, vende y transmite a Metro International Licensing, S.A. de C.V., una sociedad organizada y existente bajo las leyes de México, con domicilio en Insurgentes Sur 716, piso 10, Col. Del Valle, C.P. 03100, (en lo sucesivo referida como la "Cesionaria"), así como todos los derechos y prerrogativas que se refieran y correspondan a ellos, sin excepción alguna, incluyendo todo por cuanto de hecho y por derecho les corresponda, pudiendo por consiguiente la Cesionaria de hoy en adelante considerarse única dueña y titular de las Marcas antes mencionadas, para disponer de ellos como mejor conviniere a sus intereses sin que haya reclamo ulterior alguno al respecto por parte de la Cedente en ningún caso y en ningún tiempo.</p> <p>Por el presente acto la Cesionaria acepta la cesión de las Marcas a que se refiere esta cesión de derechos.</p> <p>Firmado en la Ciudad de México, a los 13 días del mes de julio de 2017.</p>	<p>METRO INTERNATIONAL S.A., a corporation organized and existing under the laws of Luxembourg, domiciled at 7, Avenue Jean-Pierre Pescatore, L-2324, Luxembourg, (hereinafter referred to as the "Assignor"), is the owner of the trademark registrations as set forth in "Annex I" (the "Trademarks"), which duly sign forms an integral part of this Agreement, and hereby assigns, sells and transfers to Metro International Licensing, S.A. de C.V., a corporation organized and existing under the laws of Mexico, domiciled at Insurgentes Sur 716, 10<sup>th</sup> floor, Col. Del Valle, C.P. 03100, (hereinafter referred to as the "Assignee"), as well as all the rights and privileges related and corresponding thereto, with no exception whatsoever, including all that in fact and in law corresponds to it, the Assignee being therefore entitled to consider itself from this day forward the sole and exclusive owner of the Trademarks, to use the same as its own property or to otherwise dispose of them as best suits its own interests, and no ulterior claim on the part of Assignor will be considered at any time and in any event.</p> <p>By this act, the Assignee accepts the assignment of the Trademarks according to this assignment of rights.</p> <p>Signed at Mexico City, these 13 days of July of 2017.</p>
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METRO INTERNATIONAL, S.A.

ASSIGNOR


  
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Por/By: Franco Danesi

  
\_\_\_\_\_  
Por/By: Francesco D'Angelo




METRO INTERNATIONAL LICENSING, S.A. DE C.V.

ASSIGNEE

  
\_\_\_\_\_  
Por/By: Xavier Philippe Francois Gaston Boëlle

  
\_\_\_\_\_  
Por/By: Juan Manuel Romero

Marcas / Trademarks

País/Country	Marca/Trademark	Logo/Device	No. Reg/Reg No.	Clase/Classes
United States of America	METRO		2545506	16
United States of America	metro (device)		4665593	09
United States of America	metro (device)		2557524	16
United States of America	metro life panel (device)		3361350	35