

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466717

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900442251		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCT Packaging, Inc.		03/09/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Usagi (BVI) Ltd.		
Street Address:	Nerine Chambers PO Box 905		
Internal Address:	Road Town		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	Limited Partnership: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87644920	CARTEL	
CORRESPONDENCE DATA			
Fax Number:	7147840031		
<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:	714-382-7000		
Email:	smurray@garciarainey.com		
Correspondent Name:	Tabitha Rainey		
Address Line 1:	Garcia Rainey Blank & Bowerbank LLP		
Address Line 2:	695 Towncenter Drive, Suite 700		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Tabitha Rainey		
SIGNATURE:	/Tabitha Rainey/		
DATE SIGNED:	03/22/2018		
Total Attachments: 6			
source=CARTEL corrected Assignment#page1.tif			
source=CARTEL corrected Assignment#page2.tif			
source=CARTEL executed Assignment 3.9.18#page1.tif			
source=CARTEL executed Assignment 3.9.18#page2.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

HCT Packaging, Inc., a corporation organized and existing under the laws of New Jersey, located at 2800 28th Street, Suite 240, Santa Monica, CA 90405 (the "Assignor"); AND

Usagi (BVI) Ltd., a limited partnership organized and existing under the laws of the British Virgin Islands, located at Nerine Chambers PO Box 905, Road Town, Tortola, British Virgin Islands (the "Assignee").

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark application (the "Trademark") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Classes</u>	<u>Application No.</u>
CARTEL	003 and 021	87/644,920

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests and goodwill of the business derived from and in connection with the Trademark.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party.
3. The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.
4. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark.

5. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the United States. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the United States for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
6. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the United States.
7. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties.
8. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
9. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 9th day of March, 2018.

For and on behalf of the Assignor

By: HCT Packaging, Inc.

Signature: _____

Name: Timothy Thorpe

Title: President

For and on behalf of the Assignee

By: Usagi (BVI) Ltd.

VIRTUS DIRECTORS LIMITED, Director of Usagi (BVI) Ltd.

Signature: _____ PHILIP HUNT

Name: SIMON D. JOHNSON - AUTHORIZED SIGNATORY

Signature: _____

Name: _____

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For and on behalf of the Assignor

By: HCT Packaging, Inc.

Signature: _____

Name: Timothy Thorpe

Title: President

For and on behalf of the Assignee

By: Usagi (BVI) Ltd.

VIRTUS DIRECTORS LIMITED, Director of Usagi (BVI) Ltd.

Signature: _____ PHILIP HUNT

Name: SIMON D. ROEMER - AUTHORIZED SIGNATORY

Signature: _____

Name: _____