

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484440

| | | | |
|---|---|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 05/01/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VGW Holdings Limited | | 07/24/2018 | limited company (Ltd.): AUSTRALIA |
| RECEIVING PARTY DATA | | | |
| Name: | VGW Malta Limited | | |
| Street Address: | South Street | | |
| Internal Address: | Valletta Buildings, 4th Floor, Suite 20 | | |
| City: | Valletta | | |
| State/Country: | MALTA | | |
| Entity Type: | limited company (Ltd.): MALTA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87756852 | CHUMBA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6176468646 | | |
| <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: | 6176468000 | | |
| Email: | drwtrademarks@wolfgreenfield.com | | |
| Correspondent Name: | Douglas R. Wolf | | |
| Address Line 1: | 600 Atlantic Avenue | | |
| Address Line 2: | Wolf, Greenfield & Sacks, P.C. | | |
| Address Line 4: | Boston, MASSACHUSETTS 02210 | | |
| ATTORNEY DOCKET NUMBER: | V0317.40000US00 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Douglas R. Wolf | | |
| Address Line 1: | 600 Alantic Avenue | | |
| Address Line 2: | Wolf, Greenfield & Sacks | | |
| Address Line 4: | Boston, MASSACHUSETTS 02210 | | |
| NAME OF SUBMITTER: | Douglas R. Wolf | | |

OP \$40.00 87756852

| | |
|---|------------|
| SIGNATURE: | /drw/ |
| DATE SIGNED: | 08/02/2018 |
| Total Attachments: 4 source=Confirmatory Letter and Deed of Assignment_CHUMBA#page1.tif source=Confirmatory Letter and Deed of Assignment_CHUMBA#page2.tif source=Confirmatory Letter and Deed of Assignment_CHUMBA#page3.tif source=Confirmatory Letter and Deed of Assignment_CHUMBA#page4.tif | |

31 July 2018

United States Patent and Trademark Office
USPTO Madison Building
600 Dulany Street
Alexandria, VA 22314

Dear Sirs

**US trade mark numbers 79216960 and 87756852 in the name of VGW Holdings Limited
-and-
Assignment to VGW Malta Limited**

We refer to the above US trade mark applications (**Trade Marks**).

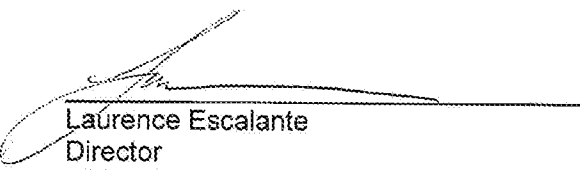
Pursuant to a business sale agreement as executed between VGW Holdings Limited (**VGW Holdings**) and VGW Malta Limited (**VGW Malta**), the Trade Marks were assigned to VGW Malta. **Enclosed** is a copy of the executed confirmatory deed of assignment (**Deed**) confirming the assignment of the Trade Marks.

It is to our understanding that, under US trade mark law, it is a requirement that goodwill be assigned with the Trade Marks. The Deed, in its current form, does not specifically mention goodwill.

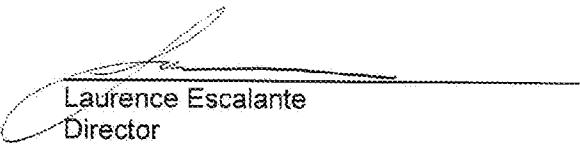
In order to record the assignment of the Trade Marks in the US, both parties to the Deed confirm that the Assigned Rights as reflected in the Deed refer to all the Intellectual Property Rights owned by VGW Holdings in the Trade Marks including any and all goodwill and reputation associated with the Trade Marks.

This confirmatory letter is to be read together with the Deed.

Yours faithfully



Laurence Escalante
Director
VGW Holdings Limited ACN 147 193 511



Laurence Escalante
Director
VGW Malta Limited CRN 74706

Encl: Confirmatory Deed of Assignment

| | |
|--|--|
| Perth Office | Sydney Office |
| Level 8, 191 St Georges Terrace | Level 1, 16 O'Connell Street |
| Perth, Western Australia 6000 | Sydney, New South Wales 2000 |
| VGW Holdings Limited (ACN 147 193 511) | www.vgw.co |

TRADEMARK
REEL: 006401 FRAME: 0297

This Confirmatory Deed of Assignment (**Deed**) is made on the last date appearing on the execution page.

Parties

VGW Holdings Limited (ACN 147 193 511) of Level 8, 191 St Georges Terrace, Perth 6000, Western Australia (**Assignor**)

-and-

VGW Malta Limited (CRN 74706) of Valetta Buildings, 4th Floor, Suite 20, South Street, Valetta, Malta (**Assignee**)

Recitals

- A. The Assignor is the owner of the Trade Marks.
- B. On or around 1 May 2018, the Assignor and the Assignee entered into a business sale agreement (**BSA**) which included an assignment of the Trade Marks from the Assignor to the Assignee.
- C. The purpose of this Deed is to confirm the assignment of the Trade Marks pursuant to the BSA for the purposes of recording the assignment of the Trade Marks.

Agreed Terms

1. Definitions and Interpretation

- 1.1. The definitions and rules of interpretation in this clause apply in this Deed:

Assigned Rights means all the Intellectual Property Rights owned by the Assignor in the Trade Marks.

Deed means this confirmatory deed of assignment.

Effective Date means 1 May 2018.

Intellectual Property Rights means such rights as may subsist in any trade marks, copyright, designs, patents, know-how, and any application or right to apply for registration of any of those rights in any territory.

Trade Marks means the trade marks, registered or otherwise, set out in the Schedule of this Deed.

2. Assignment

- 2.1. With effect from the Effective Date, pursuant to the BSA, and for valuable consideration, the Assignor assigns absolutely to the Assignee all its right, title and interest in and to the Assigned Rights in the world, including the right to bring, make, oppose, defend, and appeal proceedings, claims or actions, and obtain relief (and to retain any damages recovered) in respect of any infringement or any other cause of action arising from ownership of any of the Assigned Rights, whether occurring before, on, or after the date of this Deed.

2.2. The Assignor irrevocably appoints the Assignee as its exclusive attorney, in its name and on its behalf, to execute and enter into any and all deeds, documents, instruments, and correspondence, for the sole purpose of effecting and registering the above assignment of the Trade Marks with the trade marks office in the applicable jurisdiction.

2.3. The Assignor agrees that anything done by the Assignee in connection with the Trade Marks under this power of attorney will be as valid and effective as if the same had been done by the Assignor.

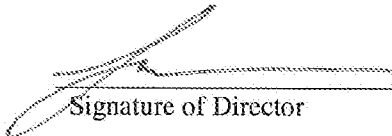
3. Governing Law and Jurisdiction

3.1. This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of the Commonwealth of Australia.

3.2. The parties irrevocably agree that the courts of the Commonwealth of Australia have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

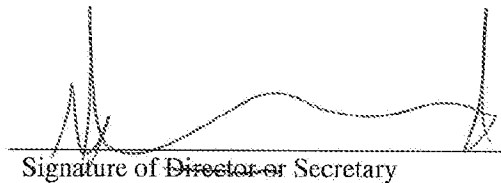
Executed as a Deed

Executed by **VGW Holdings Limited**
(ACN 147 193 511) in accordance with
section 127 of the *Corporations Act* by or
in the presence of:


Signature of Director

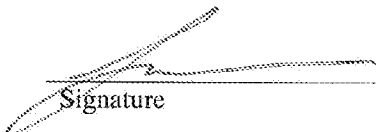
LAURENCE ESCHMANTE
Name of Director in full

24 JULY 2018
Date


Signature of ~~Director~~ or Secretary

MICHAEL THUNDEK
Name of ~~Director~~ or Secretary in full


Executed by **VGW Malta Limited** (CRN
74706) in accordance with its constituent
documents:


Signature

LAURENCE ESCHMANTE
Name in full

24 JULY 2018
Date

SCHEDULE – TRADE MARKS

| Trade Mark | Country | Trade Mark Number |
|---|---------------|-------------------|
| CHUMBA | Australia | 1762759 |
| CHUMBA | Australia | 1888903 |
| CHUMBA | United States | 79216960 |
| CHUMBA | United States | 87756852 |
| CHUMBA | Canada | 1803263 |
|  | | |