

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAVID EN		10/30/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Evike Intellectual Corporation		
Street Address:	2801 W. Mission Road		
City:	Alhambra		
State/Country:	CALIFORNIA		
Postal Code:	91803		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4725327	SPECTRE RDP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6267964000		
Email:	iposey@leechtishman.com		
Correspondent Name:	Ivan Posey, Esq.,		
Address Line 1:	200 South Los Robles Ave., Suite 210		
Address Line 2:	Leech Tishman Fuscaldo & Lampl		
Address Line 4:	Pasadena, CALIFORNIA 91101		
NAME OF SUBMITTER:	Ivan Posey		
SIGNATURE:	/Ivan Posey/		
DATE SIGNED:	12/13/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS Trademark Assignment Agreement ("The Agreement", "This Agreement" or "This Assignment"), made this 30yth ("Effective Date"), by and between David En, an individual, whose address is 2223 Troy Ave S. El Monte California 91733 ("ASSIGNOR"), and Evike Intellectual Corporation, located at 2801 W. Mission Rd. Alhambra CALIFORNIA 91803 ("ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the Trademark having a Registration Number 4725327, and all related common law rights in the word mark SPECTRE RDP, including all related trademarks and derivatives thereof, and the right to use the same Worldwide (collectively "the Trademarks"). A copy of Registration Number 4725327 is attached as Exhibit A. ASSIGNOR wishes to assign to ASSIGNEE any and all right, title, and interest in the Trademarks, including, but not limited to, the right to use the Trademarks in relation to marketing, advertising, selling, distribution, maintenance, servicing, all business and activities associated with The Trademarks, including the right to file, maintain, and procure rights in any and all variations of the Trademarks Worldwide, and the right to assign all right, title, ownership and interest in and incidental to the Trademarks Worldwide. ASSIGNOR wishes to further assign all past, present, and future rights to sue and collect damages for all past, present, and future damages incurred for infringement of the Trademarks;

WHEREAS, ASSIGNEE desires to obtain any and all right, title and interest in and incidental to the Trademarks, including all past, present, and future rights to sue and collect damages for all past, present, and future damages incurred for infringement of the Trademarks; and,

WHEREAS, ASSIGNOR hereby agrees, covenants and promises to assign to ASSIGNEE all right, title, ownership and interest in the Trademarks, by executing this Trademark Assignment Agreement ("The Assignment"), together with the goodwill of the business symbolized thereby in connection with the products, goods and services upon which the Trademarks appear or are used. The goodwill of the business connected with use of the Trademarks include trade names, license rights, advertising materials, name plates, catalogues, dealer contracts, supplier contracts, and distributor agreements concerning the Trademarks.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration acknowledged by the Parties to be satisfactory and adequate, do hereby agree, with the intent to be legally bound, as follows:

1. ASSIGNMENT OF THE TRADEMARKS

ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, ownership and interest in and to the Trademarks, together with (1) the goodwill of the business relating to the Products, Goods and Services upon which the Trademarks appears or is used, and for which it is registered; (2) all income, royalties, and damages previously or hereafter due or payable to ASSIGNOR with respect to the Trademarks, including, without limitation, damages and payments for past, present, and future infringements and misappropriations of the Trademarks; and, (3) the right to file U.S. trademark applications directly in the name of ASSIGNEE.

2. FURTHER ASSURANCES

ASSIGNOR further agrees, covenants and promises 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 ASSIGNEE full right, title, ownership and interest in the Trademarks.

3. CONSIDERATION

Payment. As consideration for the Assignment, ASSIGNEE will pay to ASSIGNOR three-thousand U.S. Dollars (\$3000.00), of which ASSIGNOR hereby acknowledges receipt, and further for consideration of the assumption of the burdens associated with procuring, maintaining, and enforcing the Trademarks.

4. REPRESENTATIONS AND WARRANTIES

4.1. ASSIGNOR represents and warrants that:

4.1.1. ASSIGNOR owns a valid and subsisting right in the Trademarks and the Registration Number 4725327, free from any adverse lien, security interest, or encumbrance, such that the Trademarks are capable of being assigned to ASSIGNEE by virtue of this Assignment; and,

4.1.2. ASSIGNOR knows of no adverse claims of ownership to the Trademarks or of any existing state of facts that would support a claim that use by ASSIGNEE of the Trademarks infringes upon or otherwise violates any trademark right of any other person or third party.

5. OWNERSHIP INTEREST

ASSIGNEE shall receive full, unencumbered ownership of the Trademarks for the use of the Trademarks. ASSIGNEE's use of the Trademarks shall not be restricted or precluded in any way by ASSIGNOR.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and supersedes all previous agreements relating to the subject matter hereof, whether oral or in a writing, and shall not be amended or altered in any respect, absent a writing executed by the Parties.

7. GOVERNING LAW

7.1. This Agreement shall be governed, construed and interpreted by, and enforced in accordance with the laws of the State of California, United States of America, without regard to conflict of law principles.

7.2. ASSIGNOR and ASSIGNEE hereby expressly and irrevocably agree and consent that any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby that cannot be settled amicably through good faith discussions between ASSIGNOR and ASSIGNEE may be instituted and maintained in federal court sitting in Los Angeles of the State of California, United States of America. Further, by execution of this Agreement, ASSIGNOR and ASSIGNEE expressly waive any and all objection(s) that ASSIGNOR and ASSIGNEE may now, or hereafter have, to the venue or jurisdiction of any such action, suit or proceeding and irrevocably submits to the jurisdiction of the above-referenced federal court in any such action, suit or proceeding and also waives the right to a jury trial in any proceeding whereby a claim or cause of action arises under or based upon This Agreement.

8. NOTICES

Any notice or other communication required or permitted by this Agreement shall be in writing and shall be delivered personally or by certified or registered mail, return receipt requested, express mail, DHL, UPS, or other similar delivery service requiring confirmation of delivery to the recipient, addressed as follows:

If to ASSIGNOR: David En, 2223 Troy Ave S. El Monte
California 91733

If to ASSIGNEE: Evike Intellectual Corporation, 2801 W.
Mission Rd. Alhambra, California 91803

or to such other addresses or persons as may be furnished from time to time in writing by the Parties. If personally delivered, such notice shall be effective upon delivery. If mailed in accordance with this paragraph, such notice shall be effective as of the date indicated on the return receipt whether or not such notice is accepted by the addressee.

9. HEADINGS

The section headings contained in this Agreement are set forth for the convenience of the parties only, and do not form a part of This Agreement and are not to be considered a part hereof for the purpose of construction or interpretation hereof or otherwise.

10. SEVERABILITY

The unenforceability or invalidity of any article, section, subsection or provision of this Agreement shall not affect the enforceability or validity this Agreement.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by an authorized representative as of the day and year first written above.

ASSIGNOR:

David En

By:

David En

Date:

10/30/18

ASSIGNEE:

Evike Intellectual Corporation

By:

Evike Chang

Date:

10/20/18

Exhibit A

Record 1 out of 1

TSDB **ASSIGN Status** **TTAB Status** (Use the "Back" button of the Internet Browser to return to TESS)

SPECTRE RDP

Word Mark SPECTRE RDP

Goods and Services IC 028. US 022 023 038 050. G & S: Airsoft guns for recreational purposes.
FIRST USE: 20141015. FIRST USE IN COMMERCE: 20141120

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 86286636

Filing Date May 20, 2014

Current Basis 1A

Original Filing Basis 1B

Published for Opposition November 25, 2014

Registration Number 4725327

Registration Date April 21, 2015

Owner (REGISTRANT) EN, DAVID INDIVIDUAL UNITED STATES 2223 TROY AVE S. EL MONTE CALIFORNIA 91733

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RDP" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

TESS Home NEW USER SEARCHED Entry Form Renewal SEARCH 06 Top HELP