

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMNI CORPORATE ASSETS LTD		04/26/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Mr Oliver H. Wessling		
Street Address:	71 81 Encina Lane		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33433		
Entity Type:	INDIVIDUAL: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2920214	NOSHRINK	
Registration Number:	3102908	NETOPSYSTEMS	
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>			
Email:	wessling@nosltd.com		
Correspondent Name:	Oliver H. Wessling		
Address Line 1:	71 81 Encina Lane		
Address Line 4:	Boca Raton, FLORIDA 33433		
NAME OF SUBMITTER:	Oliver H. Wessling		
SIGNATURE:	/OLIVER WESSLING/		
DATE SIGNED:	05/14/2019		
Total Attachments: 3			
source=Assignment Trademark Agreement USPTO 190426 incl Amendment 190514_signed_20190426#page1.tif			
source=Assignment Trademark Agreement USPTO 190426 incl Amendment 190514_signed_20190426#page2.tif			
source=Assignment Trademark Agreement USPTO 190426 incl Amendment 190514_signed_20190426#page3.tif			

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 26th day of April, 2019 (the “**Effective Date**”) between the following two parties:

The Assignor: OMNI CORPORATE ASSETS LTD

Legal Address: Palm Grove House, PO Box 438, Road Town, Tortola, British Virgin Islands

The Assignee: Oliver H. Wessling

Legal Address: 71 81 Encina Lane, Boca Raton, FL 33433, USA

WHEREAS, the Assignor, a Limited Company registered on the territory of the British Virgin Islands under the laws of the British Virgin Islands, owns the trademarks and service marks as defined in Appendix 1 (“the Trademarks”).

WHEREAS, the Assignee is a natural person with a residence at 71 81 Encina Lane, Boca Raton, FL 33433, USA.

WHEREAS, the Assignor agrees to assign the all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks to the Assignee and the Assignee agrees to accept the all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

1. Transfer of the Trademark:

The Assignor agrees to change the registered owner of the Trademarks into the Assignee and the Assignee agrees to accept the change of registered owner of the Trademarks. The Assignee shall pay the Assignor a symbolic amount of USD 1.00 for the Trademarks transferred hereunder.

2. Registration Fees

The registration for the change of registered owner of the Trademarks shall be undertaken by the Assignor and the Assignor shall bear the registration fees incurred hereby.

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants that:

- 3.1.1 The Assignor is a limited company registered on the territory of the British Virgin Island under the laws of the British Virgin Islands.
- 3.1.2 The Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.
- 3.1.3 The Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
- 3.1.4 The Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the trademarks.

- 3.1.5 Once this agreement has been duly executed by both parties, it will constitute a legal, binding and valid agreement of the Assignor enforceable against it in accordance with its terms.
- 3.1.6 The Assignor will not engage in any action that will be detrimental to the validity of the Trademarks after the completion of the assignment.
- 3.2 The Assignee hereby represents and warrants that:
 - 3.2.1 The Assignee is a natural person with the residence in 71 81 Encina Lane, Boca Raton, FL 33433, USA.
 - 3.2.2 The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
 - 3.2.3 Once this agreement has been duly executed by both parties, it will constitute a legal, binding and valid agreement of the Assignee enforceable against it in accordance with its terms.

4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set above and shall be effective immediately.

5. Settlement of Disputes

The parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation within 30 days after one party asks for consultation. In case no settlement can be reached through consultation, each party can submit such matter to the State of Florida, USA, courts.

6. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the State of Florida, USA.

7. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

8. Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

9. Appendices

Resubmission Assignment Document ID: 900495992

The Appendices referred to in this Agreement are an integral part of this Agreement and shall have the same legal effect as this Agreement.

10. Others

This Agreement is executed in English and in two copies.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set above.

ASSIGNOR:

Omni Corporate Assets Ltd

By: /s/ 

Name: Norman Strong

Title: Representative

ASSIGNEE:

Oliver H. Wessling

By: /s/ 

Name: Oliver Wessling

Title: Dipl.-Ing.

Appendix 1

US Registration Number	Trademark	Filing Date	Registration Date	Class	Status
2920214	NOSHRINK	May 12, 2003	Jan. 18, 2005	9	LIVE/REGISTRATION/Issued and Active
3102908	Netopsystems	May 07, 2003	Jun. 13, 2006	42	LIVE/REGISTRATION/Issued and Active