

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Air-City, Inc.		06/26/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Seko Worldwide, LLC		
Street Address:	1100 Arlington Heights Road		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4715155	AIR-CITY	
CORRESPONDENCE DATA			
Fax Number:	2124224726		
<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:	2128376264		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard LLP		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	032520-00005		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	06/27/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of June 26, 2019 (this “**Trademark Assignment**”), is made by Air-City, Inc., a New York corporation (“**Assignor**”), in favor of Seko Worldwide, LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the Asset Purchase Agreement dated as of June 26, 2019 (the “**Purchase Agreement**”) among Assignee, Assignor, Cargo City, Inc., a New York corporation, Ronnie Shum, Frank Casano, Irene Puikwan Cheung Sam (“**Cheung**”), Chris Zheng and Cheung as Seller Representative.

Concurrently with the execution of this Trademark Assignment, Assignor is consummating the transactions contemplated by the Purchase Agreement, pursuant to which the Assignor has agreed to contribute, convey, transfer, assign and deliver to Assignee all of Assignor’s right, title and interest in and to, among other things, the Assigned Trademarks (as defined below).

Assignor and Assignee desire to execute this Trademark Assignment for purposes of recording the assignment of the Assigned Trademarks (as defined below) and filing this Trademark Assignment with the United States Patent and Trademark Office and/or any other applicable intellectual property offices and/or similar agencies outside of the United States, as may be necessary to effectuate the assignment of the Assigned Trademarks.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest throughout the world in and to (a) the Trademarks (and the registrations and applications therefor) listed on Attachment 1 and all goodwill corresponding thereto (collectively, the “**Assigned Trademarks**”) and (b) (i) all rights pertaining to the Assigned Trademarks arising under international treaties and convention rights; (ii) the right and power to assert, defend and recover title to the Assigned Trademarks; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Trademarks; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademarks; and (v) all administrative rights arising from the Assigned Trademarks, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to the Assigned Trademarks.

2. This Trademark Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by fax or email shall be considered original executed counterparts for purposes of this Section 2, provided that receipt of copies of such counterparts is confirmed.


3. This Trademark Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge, modify, or waive any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Trademark Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. This Trademark Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

[Remainder of page intentionally left blank. Signature page follows.]

The undersigned have caused this Trademark Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:
AIR-CITY, INC.

By: 
Name: Frank Casano
Title: Secretary

ASSIGNEE:
SEKO WORLDWIDE, LLC

By: _____
Name: James T. Gagne
Title: Chief Executive Officer

The undersigned have caused this Trademark Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:
AIR-CITY, INC.

By: _____
Name:
Title:

ASSIGNEE:
SEKO WORLDWIDE, LLC

By: James T. Gagne
Name: James T. Gagne
Title: Chief Executive Officer

ATTACHMENT 1

COMPANY MARKS

Trademark	Country	Registration Date	Registration Number
AIR-CITY	USA	April 7, 2015	4715155