

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILLARWORLD LIMITED		12/19/2018	Private Limited Company: SCOTLAND
RECEIVING PARTY DATA			
Name:	DAVE AND EGGSY LTD		
Street Address:	Aissela, 42-50 High Street		
Internal Address:	c/o Matthew Syrkin, Hughes Hubbard & Reed LLP, One Battery Park Plaza, 12th floor, New York, NY 10004-1482		
City:	Esher, Surrey		
State/Country:	UNITED KINGDOM		
Postal Code:	KT10 9QY		
Entity Type:	Limited Liability Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4859096	KINGSMAN	
Registration Number:	4556284	SECRET SERVICE	
Registration Number:	4387969	HIT GIRL	
Registration Number:	3961734	KICK-ASS	
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:	(212) 837-6264		
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:	33011-1		
DOMESTIC REPRESENTATIVE			
Name:	Matthew Syrkin		

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Address Line 1:	One Battery Park Plaza
Address Line 2:	Hughes Hubbard & Reed LLP
Address Line 4:	New York, NEW YORK 10004-1482
NAME OF SUBMITTER:	Patrice P. Jean
SIGNATURE:	/Patrice P. Jean/
DATE SIGNED:	06/27/2019
Total Attachments: 3 source=TM Assignment US#page1.tif source=TM Assignment US#page2.tif source=TM Assignment US#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (together with all Schedules hereto, this "Trademark Assignment"), dated as of December 19, 2018, is made and entered into by and between MILLARWORLD LIMITED incorporated and registered in Scotland with company number SC366571 whose registered office is at 1st Floor 24 Blythswood Square, Glasgow, Glasgow, G2 4BG ("Assignor"), and DAVE AND EGGSY LTD incorporated and registered in England and Wales with company number 07372361 whose registered office is at Aissela, 42-50 High Street, Esher, Surrey, KT10 9QY ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Deed of Assignment, dated as of August 4, 2017, made and entered into by and between Assignor and Assignee (the "Deed of Assignment").

WHEREAS, pursuant to the Deed of Assignment, Assignor has assigned, transferred and conveyed to Assignee all right, title and interest in, to and under the Excluded CB Intellectual Property, including the Assigned Trademarks (as defined below); and

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

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment and Transfer. Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee accepts, all of Assignor's entire worldwide right, title and interest in, to and under:

(a) the Excluded CB Intellectual Property and all other rights in and to the Excluded CB Properties, together with any and all goodwill connected with and/or symbolized by the Excluded CB Intellectual Property, of whatever nature, whether now known or created in the future, to which Assignor is now, or at any time after the date of this Copyright Assignment may be, entitled by virtue of the laws in force in any part of the world, including the Trade Mark registrations and applications listed on Schedule A hereto together with any and all goodwill associated therewith ("Assigned Trademarks"); and

(b) (i) 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 Excluded CB Intellectual Property; and (ii) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Excluded CB Intellectual Property.

2. Terms of the Deed of Assignment. This Trademark Assignment is subject in all respects to the terms and provisions of the Deed of Assignment and in the event of any conflict or inconsistency between the terms of the Deed of Assignment and the terms hereof, the terms of the Deed of Assignment shall govern.

3. Miscellaneous. The provisions of Article 12 and Article 16 of the Deed of Assignment shall apply to this Agreement, *mutatis mutandis*.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

MILLARWORLD LIMITED
(as Assignor)

DAVE AND EGGSY LTD
(as Assignee)

By: Lucy Millar

Name: LUCY MILLAR

Title: CEO

By: Lucy Millar

Name: LUCY MILLAR

Title: MANAGING DIRECTOR

Schedule ATRADEMARK REGISTRATIONS

TRADEMARK	COUNTRY	STATUS	APP NO.	FILE DATE	REG NO.	REG DATE
KINGSMAN	US	Registered	86/602,104	04/18/2015	4,859,096	11/24/2015
SECRET SERVICE	US	Registered	85/417,198	09/07/2011	4,556,284	06/24/2014
HIT GIRL	US	Registered	85/823,017	01/14/2013	4,387,969	08/20/2013
KICK-ASS	US	Registered	85/138,182	09/24/2010	3,961,734	05/17/2011

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