

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553804

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spark Labs International Inc.		11/26/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	mSmart Inc.		
<b>Street Address:</b>	833 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5415332	SPARK LABS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129315508		
<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>			
<b>Phone:</b>	212-931-5500		
<b>Email:</b>	ezapfel@mszpc.com		
<b>Correspondent Name:</b>	Elaine Zapfel		
<b>Address Line 1:</b>	420 Lexington Avenue, Suite 2250		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>NAME OF SUBMITTER:</b>	Elaine Zapfel		
<b>SIGNATURE:</b>	/Elaine Zapfel/		
<b>DATE SIGNED:</b>	12/18/2019		
<b>Total Attachments: 3</b>			
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OP \$40.00 5415332

## ASSIGNMENT OF TRADEMARK

THIS TRADEMARK ASSIGNMENT is made, executed and delivered by the undersigned Spark Labs International Inc. duly organized and existing under and by the laws of the State of Delaware, having its principal place of business at 833 Broadway, New York, New York 10003, (hereinafter referred to as "Assignor") to mSmart Inc. a corporation duly organized and existing under and by the laws of the State of New York, having its principal place of business at 833 Broadway, New York, New York 10003 (hereinafter referred as "Assignee"), effective as of the date of the execution below.

WHEREAS, the Assignor is the owner of the trademark registration referenced in Exhibit A (the "Mark");

WHEREAS, the Assignor is utilizing the Mark in commerce in connection with capital investment consulting, financing of real estate development projects; leasing of office space; leasing of real property; real estate investment services; real estate management services; rental of office space in International Class 36;

WHEREAS, the Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest in and to the Mark;

WHEREAS, Assignee is desirous of acquiring Assignor's right, title and interest in said trademark registration together with the goodwill symbolized by the Mark, if any;

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor thereby possesses the full right to convey such rights and property; and

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the Mark as may reasonably be requested by the Assignee from time to time.

NOW, THEREFORE, in consideration of good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest in said trademark registration together with all of the goodwill of the business in connection with which the Mark is used, and with the full right to sue in law or equity, in order to protect the Mark and the right to recover for any past or future infringement of the Mark and any and all other rights and remedies associated with the use, ownership and registration of the Mark throughout the world.

The Commissioner of Trademarks is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, McCue, Sussman & Zapfel & Cohen, P.C., 420 Lexington Avenue, Suite 2250, New York, New York, 10170, Attn: Kenneth Sussman, Esq. email [ksussman@mszpc.com](mailto:ksussman@mszpc.com), regarding any matter relating to the prosecution, alteration or amendment of the Mark.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by an officer thereof, duly authorized, this 26 day of Nov, 2019.

Spark Labs International Inc.

By:

Title: Christophe Garnier

State of New York)

SS: LINCOLN SQUARE

County of New York)

On this 26<sup>th</sup> day of NOV 2019, personally before me came CHRISTOPHE GARNIER known to me, and known to me to be the person described and who signed this Assignment, and, being duly sworn, acknowledged that he/she executed the same.

By:

Mary Saragoussi  
Notary Public

MARY SARAGOUSSI  
Notary Public, State of New York  
NO. 015A6262738  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires 05/29/2020

Assignment of Trademark

EXHIBIT A

MARK:  Spark Labs

SERIAL NO.: 86947787

FILING DATE: 03/21/2016

REGISTRATION NO.: 5415332

REGISTRATION DATE: 03/06/2018

STATUS: REGISTERED

**INTERNATIONAL CLASS:**

IC 36 – Capital investment consulting; financing of real estate development projects; leasing of office space; leasing of real property; real estate investment services; real estate management services; rental of office space