

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555542

<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>
Memebox Inc.		12/30/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Memebox Corporation		
<b>Street Address:</b>	965 Mission Street, Ste 180		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88598372	WINK STAMP	
<b>Serial Number:</b>	87725629	KAJA	
<b>Registration Number:</b>	5861076	CHEEKY STAMP	
<b>Registration Number:</b>	5849721	HEART MELTER	
<b>Registration Number:</b>	5834255	BERRY GROOVY	
<b>Registration Number:</b>	5834158	MATCHA MOOD	
<b>Registration Number:</b>	5834084	CAKE MY DAY	
<b>Registration Number:</b>	5624292	KAJA	
<b>Registration Number:</b>	5595858	SPACE KITTEN	
<b>Registration Number:</b>	5485153	DISCO KITTEN	
<b>Registration Number:</b>	5466002	- D	
<b>Registration Number:</b>	5292965	I DEW CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jane.kim@memebox.com		
<b>Correspondent Name:</b>	Jane Kim		
<b>Address Line 1:</b>	965 Mission Street, Ste 180		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94103		
<b>TRADEMARK</b>			

OP \$315.00 88598372

<b>NAME OF SUBMITTER:</b>	Jane Kim
<b>SIGNATURE:</b>	/Jane Kim/
<b>DATE SIGNED:</b>	01/02/2020
<b>Total Attachments: 2</b> source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

**Memebox Inc.**, a corporation organized and existing under the laws of Republic of Korea, located at Office H, 12th Floor 20 Pangyoyeok-ro 146beon-gil, Bundang-gu Seongnam-si Gyeonggi-do Republic of Korea 13529 (the "Assignor") of the one part; AND

**Memebox Corporation**, a corporation organized and existing under the laws of Delaware, located at 965 Mission St. Ste 180, San Francisco, California 94103 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) application(s) (the "Trademark") in the United States (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class</u>	<u>Application No.</u>
<i>Cheeky Stamp</i>	003	<i>Registration No. 5861076</i>
<i>Wink Stamp</i>	003	<i>Serial No. 88598372</i>
<i>Heart Melter</i>	003	<i>Registration No. 5849721</i>
<i>Berry Groovy</i>	003	<i>Registration No. 5834255</i>
<i>Matcha Mood</i>	003	<i>Registration No. 5834158</i>
<i>Cake My Day</i>	003	<i>Registration No. 5834084</i>
<i>Kaja</i>	003	<i>Registration No. 5624292</i>
<i>Kaja</i>	021	<i>Serial No. 87725629</i>
<i>Space Kitten</i>	003	<i>Registration No. 5595858</i>
<i>Disco Kitten</i>	003	<i>Registration No. 5485153</i>
<i>-D</i>	003	<i>Registration No. 5466002</i>
<i>I Dew Care</i>	003	<i>Registration No. 5292965</i>

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the

assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

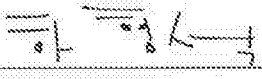
3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the United States.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 30<sup>th</sup> day of December 2019.

For and on behalf of the Assignor

For and on behalf of the Assignee

Signature:  \_\_\_\_\_

Signature:  \_\_\_\_\_

By: Hyungseok Ha  
Title: Representative Director

By: Hyungseok Dino Ha  
Title: Chief Executive Officer

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