## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM576003

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREATIVE IMPACT INC.		05/01/2020	Corporation: VIRGIN ISLANDS, BRITISH

### **RECEIVING PARTY DATA**

Name:	ZURU (SINGAPORE) PTE. LTD
Street Address:	1003 Bukit Merah Central #06-07
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	159836
Entity Type:	Private Limited Company: SINGAPORE

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Serial Number:	87277555	5 SURPRISE	
Serial Number:	88313839	BOPPI THE BOOTY SHAKIN' LLAMA	
Serial Number:	87711221	MAX	
Serial Number:	87741235	MAX BUILD MORE	

# CORRESPONDENCE DATA

Fax Number: 3172369907

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.

Phone: 317-635-8900

Email: ptodocket.us.dbg@dentons.com

**Correspondent Name:** Brad R. Maurer Address Line 1: 2700 Market Tower Address Line 2: 10 West Market Street

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	133113.000007
NAME OF SUBMITTER:	Brad R. Maurer
SIGNATURE:	/Brad R. Maurer/
DATE SIGNED:	05/12/2020

**Total Attachments: 3** 

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") dated and effective this <u>1st</u> day of <u>May</u>, 2020 is by and between <u>CREATIVE IMPACT INC.</u>, a corporation formed in accordance with the laws of British Virgin Islands (the "Assignor"), and <u>ZURU (SINGAPORE) PTE. LTD</u>, a private limited company formed in accordance with the laws of Singapore, located and doing business at 1003 Bukit Merah Central #06-07, Singapore 159836 (the "Assignee") (collectively, the "Parties") in connection with the transfer of all assets of Assignor to Assignee pursuant to an asset sale and purchase agreement, entitled ASSET SALE AND PURCHASE AGREEMENT between Assignor and Assignee, dated and effective as of May 1, 2020 (the "Principal Agreement").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks or service marks and the corresponding registrations and/or applications for registration therefor set forth in Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and is acquiring said Trademarks pursuant to the Principal Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as set forth below.

Pursuant to the terms of the Principal Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks and any assets or portions of the business to which the trademarks relate (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office ("USPTO") and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or by e-mail, which shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment pursuant to the terms of the Principal Agreement as of the date first above written.

**ASSIGNOR** 

CREATIVE IMPACT INC

NAME! LINGLING XM

TITLE: BRAND PORTFOLIO MANAGER

**ASSIGNEE** 

ZURU (SINGAPOREATTE LTD

NAME: STEPHEN DRYSDALE

TITLE: BRAND ENFORCEMENT MANAGER

# <u>Exhibit 1</u> <u>Trademarks</u>

No.	Trademark	Jurisdiction	Application Number	Application Date
1	5 SURPRISE	USA	87277555	22 Dec 2016
2	BOPPI THE BOOTY SHAKIN' LLAMA	USA	88313839	25 Feb 2019
3	MAX	USA	87711221	07 Dec 2017
4	MAX BUILD MORE	USA	87741235	03 Jan 2018

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**RECORDED: 05/12/2020**